

Hearing Date and Time: January 14, 2009 at 10:00 a.m. (Prevailing Eastern Time)  
Objection Date and Time: January 9, 2009 at 4:00 p.m. (Prevailing Eastern Time)

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007  
Richard P. Krasnow

Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X	
	:
<b>In re</b>	:
	:
<b>LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i>,</b>	:
	:
<b>Debtors.</b>	:
	:
	:
-----X	

**NOTICE OF HEARING REGARDING DEBTORS'  
APPLICATION PURSUANT TO SECTIONS 327(a) AND 328(a) OF THE  
BANKRUPTCY CODE FOR AN ORDER AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF ERNST & YOUNG LLP AS AUDITORS AND TAX  
SERVICES PROVIDER *NUNC PRO TUNC* TO THE COMMENCEMENT DATE**

PLEASE TAKE NOTICE that a hearing on the annexed application (the "Application") of Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors in the above-referenced chapter 11 cases (together, the "Debtors"), pursuant to sections 327(a) and 328(a) of the Bankruptcy Code approving the retention and employment of Ernst & Young LLP ("E&Y LLP") as Debtors' auditor and tax services provider in connection with these chapter 11 cases, *nunc pro tunc* to the Commencement Date, all as more fully described in the Application, will be held before the Honorable James M. Peck, United States Bankruptcy Judge, at the United States Bankruptcy Court, Alexander Hamilton Customs House, Courtroom 601, One Bowling

Green, New York, New York 10004 (the “Bankruptcy Court”) on **January 14, 2009 at 10:00 a.m. (Prevailing Eastern Time)** (the “Hearing”).

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Application shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Local Rules of the Bankruptcy Court for the Southern District of New York, shall set forth the name of the objecting party, the basis for the objection and the specific grounds thereof, shall be filed with the Bankruptcy Court electronically in accordance with General Order M-242 (which can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)) by registered users of the Bankruptcy Court’s case filing system and by all other parties in interest, on a 3.5 inch disk, preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format (with two hard copies delivered directly to the chambers of the Honorable James M. Peck), and shall be served upon: (i) Weil Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Richard P. Krasnow, Esq., and James T. Grogan, Esq., attorneys for the Debtors; (ii) the Office of the United States Trustee for the Southern District of New York (the “U.S. Trustee”), 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Andy Velez-Rivera, Esq., Paul Schwartzberg, Esq., Brian Masumoto, Esq., Linda Riffkin, Esq., and Tracy Hope Davis, Esq.; (iii) Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005, Attn: Dennis F. Dunne, Esq., Dennis O’Donnell, Esq., and Evan Fleck, Esq., attorneys for the official committee of unsecured creditors appointed in these cases; and (iv) Latham & Watkins, Sears Tower, Suite 5800, 233 South Wacker Drive, Chicago, IL 60606, Attn: Stephen R. Tetro II, Esq. so as to be filed and received by no later than **January 9, 2009 at 4:00 p.m. (Prevailing Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if an objection to the Application is not received by the Objection Deadline, the relief requested shall be deemed unopposed, and the Bankruptcy Court may enter an order granting the relief sought without a hearing.

PLEASE TAKE FURTHER NOTICE that objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted or denied upon default.

Dated: December 31, 2008  
New York, New York

/s/ Richard P. Krasnow  
Richard P. Krasnow, Esq.  
WEIL GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

Attorneys for the Debtor  
And Debtor in Possession

Hearing Date and Time: January 14, 2009 at 10:00 a.m. (Prevailing Eastern Time)  
Objection Date and Time: January 9, 2009 at 4:00 p.m. (Prevailing Eastern Time)

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007  
Richard P. Krasnow

Attorneys for Debtors  
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X	
	:
<b>In re</b>	: <b>Chapter 11 Case No.</b>
	:
<b>LEHMAN BROTHERS HOLDINGS INC., et al.,</b>	: <b>08-13555 (JMP)</b>
	:
<b>Debtors.</b>	: <b>(Jointly Administered)</b>
	:
	:
-----X	

**DEBTORS' APPLICATION PURSUANT TO  
SECTIONS 327(a) AND 328(a) OF THE BANKRUPTCY  
CODE FOR AN ORDER AUTHORIZING THE RETENTION  
AND EMPLOYMENT OF ERNST & YOUNG LLP AS AUDITORS AND  
TAX SERVICES PROVIDER NUNC PRO TUNC TO THE COMMENCEMENT DATE**

TO THE HONORABLE JAMES M. PECK  
UNITED STATES BANKRUPTCY JUDGE:

Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession (together, the "Debtors" and, collectively with their non-debtor affiliates, "Lehman"), file this Application and respectfully represent:

**BACKGROUND**

1. Commencing on September 15, 2008 and periodically thereafter (as applicable, the "Commencement Date"), LBHI and certain of its subsidiaries commenced with

this Court voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On September 17, 2008, the United States Trustee for the Southern District of New York (the “U.S. Trustee”) appointed the statutory committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Creditors’ Committee”).

3. On September 19, 2008, a proceeding was commenced under the Securities Investor Protection Act of 1970 (“SIPA”) with respect to Lehman Brothers Inc. (“LBI”). A trustee appointed under SIPA is administering LBI’s estate.

### **JURISDICTION**

4. This Court has subject matter jurisdiction to consider and determine this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **LEHMAN’S BUSINESS**

5. Prior to the events leading up to these chapter 11 cases, Lehman was the fourth largest investment bank in the United States. For more than 150 years, Lehman has been a leader in the global financial markets by serving the financial needs of corporations, governmental units, institutional clients and individuals worldwide.

6. Additional information regarding the Debtors’ businesses, capital structures, and the circumstances leading to the commencement of these chapter 11 cases is contained in the Affidavit of Ian T. Lowitt Pursuant to Rule 1007-2 of the Local Bankruptcy

Rules for the Southern District of New York (the “Local Rules”) in Support of First-Day Motions and Applications, filed on September 15, 2008 [Docket No. 2].

**RELIEF REQUESTED**

7. By this Application, the Debtors seek entry of an order pursuant to sections 327(a) and 328(a) of the Bankruptcy Code approving the retention and employment of Ernst & Young LLP (“E&Y LLP”) as their auditor and tax services provider in connection with their chapter 11 cases, *nunc pro tunc* to the Commencement Date. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, the Debtors request that the Court approve the retention of E&Y LLP to perform the necessary tax, audit, and such other services as the Debtors and E&Y LLP agree (collectively, the “Services”) all as more fully described in the Affidavit of William Schlich, Esq., a partner of E&Y LLP, sworn to December 30, 2008, annexed hereto as Exhibit 1 (the “Schlich Affidavit”) and in accordance with the terms and conditions set forth in the agreements between the Debtors and E&Y LLP, including without limitations, the provisions described generally in Paragraphs 8 and 9 of the Schlich Affidavit (the “Engagement Letters”), copies of which are attached as Exhibits A-1 through A-6 to the Schlich Affidavit.

8. The Services under the Engagement Letters include, but are not limited to the following:<sup>1</sup>

Tax Services

- (a) Routine tax advice (as more fully set forth in the Engagement Letter attached to the Schlich Affidavit as Exhibit A-2).
- (b) Tax consultation regarding the chapter 11 filings (as more fully set forth in the Engagement Letter attached to the Schlich Affidavit as Exhibit A-3).

---

<sup>1</sup> The following is only a summary of the services set forth in the Engagement Letters and should not be construed to modify or amend such letters. The actual terms of the Engagement Letters governs the scope of services to be provided to the Debtors by E&Y LLP.

- (c) IRS examination assistance (as more fully set forth in the Engagement Letter attached to the Schlich Affidavit as Exhibit A-4).
- (d) Corporate tax compliance (as more fully set forth in the Engagement Letter attached to the Schlich Affidavit as Exhibit A-5).

Integrated Audit Services

- (a) Audit services including but not limited to an audit of the Debtors' financial statements and internal control over financial reporting, if required and on request of the Debtors, to provide other audit and audit related, attest, and advisory serviced (as more fully set forth in the Engagement Letter attached to the Schlich Affidavit as Exhibit A-6).

9. In addition, as set forth in the Engagement Letters, E&Y LLP may subcontract a portion of its responsibilities under those Engagement Letters to another member of the global Ernst & Young network or any of its respective affiliates (collectively, the "EYG Entities") and any one of them, an "EYG Entity").

10. The Debtors request that E&Y LLP's retention be made effective *nunc pro tunc* to the Commencement Date to allow E&Y LLP to be compensated for work performed on behalf of the Debtors on or after September 15, 2008, but prior to the submission of this Application. Since the Commencement Date, E&Y LLP has been actively involved in assisting the Debtors by providing many of the services set forth in the Engagement Letters. However, because of the myriad of tasks to be performed by the Debtors often with the assistance of E&Y LLP, many of which were time sensitive and essential to the continuation of the Debtors' business, both the Debtors and E&Y LLP were not in a position to finalize the terms and conditions of the Engagement Letters or this Application until more recently. Therefore, the Debtors submit that the highly complex and extraordinary circumstances of these chapter 11 cases warrant retroactive approval, particularly since E&Y LLP provided necessary services to the Debtors and such services are of value to the estates and all parties in interest. *See In re Hasset, Ltd.*, 283 B.R. 376, 379 (Bankr. E.D.N.Y. 2002) (approving *nun pro tunc* retention

application and recognizing that “*nunc pro tunc* applications are disfavored in this Circuit, *see In re Hazen Agricultural Products Service, Inc.*, 109 B.R. 602 (Bankr. W.D.N.Y. 1990), but have been permitted when the attorney performs services of ‘value’ to the estate”); *see also In re Jarvis*, 53 F.3d 416 (1st Cir. 1995) (finding that a bankruptcy court may grant *post facto* application if employment meets statutory requirements and delay results from extraordinary circumstances); *In re Arkansas Co. Inc.*, 798 F.2d. 645 (3d Cir. 1986) (opining that bankruptcy courts have discretion in extraordinary circumstances to retroactively approve a professional’s employment); *In re Triangle Chems. Inc.*, 697 F.2d 1280 (5th Cir. 1983) (holding that a bankruptcy court has discretion, as a court of equity, to consider whether such approval of employment should be granted *nunc pro tunc*).

#### **BASIS FOR RELIEF**

11. The Debtors seek approval to retain E&Y LLP pursuant to section 327(a) of the Bankruptcy Code. Section 327(a) provides, in relevant part, that the Debtors “with the court’s approval, may employ. . . professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist” the Debtor in fulfilling its duties under the Bankruptcy Code.

#### **THE RETENTION OF E&Y LLP**

12. E&Y LLP is a highly respected and experienced professional services firm, well recognized in the fields of audit, tax and bankruptcy, and is frequently engaged by companies that have chapter 11 cases pending in United States bankruptcy courts. The Debtors believe that E&Y LLP possesses extensive tax and auditing expertise useful in these cases, and that E&Y LLP is well-qualified to advise the Debtors. Furthermore, the Debtors selected E&Y LLP because of their expertise in providing auditing and other tax services to debtors and creditors in chapter 11 and other distressed situations. *See e.g., In re Silicon Graphics, Inc. et*



*al.*, Case No. 06-10977 (BRL) (Bankr. S.D.N.Y. Sept. 6, 2006) [Doc. No. 547]; *In re Kasper A.S.L., Ltd., et al.*, Case No. 02-10497 (ALG) (Bankr. S.D.N.Y. Sept. 19, 2002) [Doc. No. 305]; *In re Sun Healthcare Group, Inc., et al.*, Case No. 99-3657 (MFW) (Bankr. D. Del. Jan. 24, 2002) [Doc. No. 6841].

13. Furthermore, E&Y LLP has indicated a desire and willingness to act in these chapter 11 cases and render the necessary professional services as auditors and tax services provider for the Debtors, on the terms set forth in the Engagement Letters and described herein, and to subject itself to the jurisdiction of the Court.

14. Therefore, the Debtors submit that the retention of E&Y LLP on the terms and conditions set forth herein is necessary and appropriate, is in the best interests of their estates, creditors, and all other parties in interest, and should be granted in all respects.

#### **E&Y LLP'S DISINTERESTEDNESS**

15. To the best of the Debtors' knowledge, information and belief, neither E&Y LLP nor any professional employee of E&Y LLP has any connection with or any interest adverse to the Debtors, their creditors, or any other party in interest, or their respective attorneys and accountants, except as may be set forth in the Schlich Affidavit.

16. E&Y LLP has informed the Debtors that as of December 19, 2008, E&Y LLP was owed \$1,692,666 by the Debtors in respect of services provided by E&Y LLP both prior to and following the Commencement Date (\$1,313,832 for prepetition services, and \$378,834 for postpetition services). Upon approval of this Application, E&Y LLP has agreed to waive its right to receive any fees incurred on the Debtors' behalf prior to the Commencement Date.

17. Based upon the Schlich Affidavit, the Debtors submit that E&Y LLP is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. The Debtors have been informed that E&Y LLP will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise, and if any new relevant facts or relationships are discovered, E&Y LLP will supplement its disclosure to the Court.

### **PROFESSIONAL COMPENSATION**

18. Pursuant to section 328(a) of the Bankruptcy Code, the Debtors may retain E&Y LLP on reasonable terms and conditions. Section 328 of the Bankruptcy Code provides, in relevant part, that a debtor “with the court’s approval, may employ or authorize the employment of a professional person under section 327. . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

19. As recognized by numerous courts, Congress intended in section 328(a) to enable debtors to retain professionals pursuant to specific fee arrangements to be determined at the time of the court’s approval of the retention, subject to reversal only if the terms are found to be improvident in light of “developments not capable of being anticipated at the time of the fixing of such terms and conditions.” 11 U.S.C. § 328(a); *see also Donaldson, Lufkin & Jenrette Sec. Corp. v. Nat’l Gypsum co. (In re Nat’l Gypsum Co.)*, 123 F.3d 861, 862-3 (5th Cir. 1997) (“If the most competent professionals are to be available for complicated capital restructuring and the development of successful corporate reorganization, they must know what they will receive for their expertise and commitment.”).

20. Accordingly, section 328 permits the compensation of professionals, including auditors, on terms that reflect the nature of their services and market conditions. In the previous weeks, the Debtors negotiated the terms of the Engagement Letters, which reflect commercially reasonable compensation and employment agreements. Thus, the Debtors request approval of the Engagement Letters, including the Fee and Expense Structure (the “Fee Structure”) and the reimbursement provisions pursuant to section 328(a) of the Bankruptcy Code.

21. Pursuant to the terms and conditions of the Engagement Letters, E&Y LLP intends to charge the Debtors for the Services rendered in these chapter 11 cases based on its hourly rates for such Services, which are currently as follows:

	Audit Services	Tax Services
Partners, Principals and Directors	\$625-800	\$700-825
Senior Managers/Managers	\$425-600	\$650-725
Seniors/Staff	\$160-400	\$160-450

E&Y LLP’s hourly rates are revised periodically in the ordinary course of E&Y LLP’s business. The Debtors understand that E&Y LLP will advise the Debtors of their new rates once they are established if a rate change is effective during the course of its engagement with the Debtors.

22. In addition to the hourly rates set forth above, the Debtors shall reimburse E&Y LLP for any direct expenses incurred in connection with E&Y LLP’s retention in these chapter 11 cases and the performance of the Services set forth in the Engagement Letters. E&Y LLP’s direct expenses shall include, but not be limited to, reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses (including any fees or reasonable expenses of E&Y LLP’s legal counsel, but not any such legal fees or

expenses related to E&Y LLP's efforts to be retained or to E&Y LLP's fee applications in these chapter 11 cases) specifically related to this engagement. Furthermore, it is the Debtors understanding that there will be no mark-up of the fees or expenses of any EYG Entity that is subcontracted to provide services under the Engagement Letters. Pursuant to the subcontracting arrangement, E&Y LLP intends to pay the EYG Entities directly for their services, and to apply to this Court for reimbursement by the Debtors of any such payments made by E&Y LLP to the EYG Entities.

23. The compensation arrangements provided for in the Engagement Letters are consistent with and typical of arrangements entered into by E&Y LLP and other tax and auditing firms with respect to rendering comparable services for clients similar to the Debtors, both in and outside of bankruptcy.

24. Considering the Services that E&Y LLP will provide and the market prices for E&Y LLP's services, the Debtors submit that the Fee Structure (including reasonable reimbursements) are reasonable under the standards set forth in section 328(a) of the Bankruptcy Code and fulfill the requirements of Rule 2014-1 of the Local Rules.

25. Except as set forth in the Schlich Affidavit, E&Y LLP has not shared or agreed to share any of its compensation in connection with this matter with any other person, as permitted by section 504 of the Bankruptcy Code.

#### **FEE APPLICATIONS**

26. E&Y LLP will file interim and final fee applications for allowance of its compensation and expenses, with respect to its Services, and E&Y LLP will seek compensation and reimbursement of expenses, as specified in the Engagement Letters, with the payment of such fees and expenses to be approved in accordance with the procedures set forth in sections

330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, local rules and orders of the Court, guidelines established by the U.S. Trustee, and such other procedures as may be fixed by order of this Court, including but not limited to the Court's Amended Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code and Bankruptcy Rule 2016(a) Establishing Procedures for Interim Monthly Compensation and Reimbursement of Expenses of Professionals, dated November 19, 2008 [Docket No. 1604].

**OTHER TERMS OF THE ENGAGEMENT LETTERS**

27. Pursuant to the Engagement letters, the Debtors agree that E&Y LLP may subcontract a portion of its responsibilities. However, E&Y LLP shall be and shall remain fully and solely responsible for all of the liabilities and obligations of E&Y LLP under those Engagement Letters, whether or not performed, in whole or part, by E&Y LLP, any other EYG Entity or any subcontractor or personnel of any EYG Entity. Further, the Debtors agree that they shall have no recourse, and shall bring no claim, against any EYG Entity other than E&Y LLP, or against any subcontractors, members, shareholder, directors, officers, managers, partners, agents, representatives or employees of any EYG Entity (or any of their respective successors or permitted assigns) or any of their respective assets, with respect to the Services or otherwise under that Engagement Letters. *See* Schlich Affidavit, ¶ 4.

28. With respect to controversies or claims arising out of or in any way related to the Services or Engagement Letters, the Debtors agree to the following terms and conditions as summarized in Paragraph 8 of the Schlich Affidavit:

Any controversy or claim with respect to, in connection with arising out of, or in any way related to this Agreement<sup>2</sup> or the services provided hereunder (including any such matter involving any parent, subsidiary, affiliate, successor in interest or agent of the Company or

---

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Engagement Letters.

of Ernst & Young) shall be brought in the Bankruptcy Court or the District Court if such District Court withdraws the reference and the parties to this Agreement, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court as the sole exclusive forum (unless such court does not have jurisdiction and venue of such claims or controversies) for the resolution of such claims, caused of action or lawsuits. The parties to this Agreement, and any all successors and assigns thereof, hereby waive trial by jury, such waiver being informed and freely made. If the Bankruptcy Court or the District Court upon withdrawal of the reference does not have or retain jurisdiction over the foregoing claims or controversies, the parties to this Agreement and any and all successors and assigns thereof, agree to submit first to nonbinding mediation; and, if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in the Attachment 1 to this Agreement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. The foregoing is binding upon the Company, Ernst & Young and any all successors and assigns thereof.

29. In addition, as stated in the Engagement Letters A-2, A-3, A-4 and A-5, the Debtors also agree to the following limitation of liability language as stated in Paragraph 9 of the Schlich Affidavit:

To the fullest extent permitted by applicable law (including, without limitation, for these purposes, the rules and interpretations of the AICPA and the U.S. Securities and Exchange Commission), and except in the case of E&Y LLP's willful misconduct, the total aggregate liability of E&Y LLP to Debtors (and to any affiliate thereof or any other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services shall be limited to the fees actually paid to E&Y LLP in respect of the Services directly relating to and forming the basis of Debtors' claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise

### **NOTICE**

30. No trustee or examiner has been appointed in these chapter 11 cases. The Debtors have served notice of this Application in accordance with the procedures set forth in the

order entered on September 22, 2008 governing case management and administrative procedures for these cases [Docket No. 285] on (i) the U.S. Trustee; (ii) the attorneys for the Creditors' Committee; (iii) the Securities and Exchange Commission; (iv) the Internal Revenue Service; (v) the United States Attorney for the Southern District of New York; and (vi) all parties who have requested notice in these chapter 11 cases. The Debtors submit that no other or further notice need be provided.

31. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as it deems just and proper.

Dated: December 31, 2008  
New York, New York

/s/ Richard P. Krasnow

Richard P. Krasnow

WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

Attorneys for Debtors  
and Debtors in Possession

**EXHIBIT 1**  
**(Affidavit of William Schlich)**



**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----	X
In re	: Chapter 11 Case No.
	:
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	: 08-13555 (JMP)
	:
Debtors.	: (Jointly Administered)
	:
	:
	:
-----	X

**AFFIDAVIT IN SUPPORT OF APPLICATION FOR ORDER  
AUTHORIZING RETENTION AND EMPLOYMENT OF  
ERNST & YOUNG LLP AS AUDITOR AND TAX SERVICES  
PROVIDER FOR THE DEBTORS AND DEBTORS IN POSSESSION  
AND STATEMENT PURSUANT TO FEDERAL RULE OF  
BANKRUPTCY PROCEDURE 2014(A) AND SECTION 327(A) OF THE  
BANKRUPTCY CODE NUNC PRO TUNC TO SEPTEMBER 15, 2008**

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), William Schlich, being duly sworn, deposes and says:

1. I am a partner of Ernst & Young LLP (“E&Y LLP”). I provide this Affidavit on behalf of E&Y LLP in support of the Application of Lehman Brothers Holdings, Inc. and its affiliated debtors in the above-captioned cases, as debtors and debtors in possession herein (collectively, the “Debtors”), to retain E&Y LLP to provide audit and tax services, *nunc pro tunc* to September 15, 2008 (the “Application”), pursuant to the terms and conditions set forth in the agreements between the Debtors and E&Y LLP (the “Engagement Letters”), copies of which are attached hereto as Exhibits A-1 through A-6. Unless otherwise defined, all capitalized terms used herein shall have the meanings given to them in the Application.

2. The facts set forth in my affidavit are based upon my personal knowledge, upon information and belief, and upon client matter records kept in the ordinary course of business that were reviewed by me or other employees of E&Y LLP under my supervision and direction. The procedures pursuant to which E&Y LLP determined whether there were any connections between E&Y LLP and interested parties in these cases is described below. The results of that investigation are set forth herein and in Exhibit B appended hereto.

3. As set forth in further detail in the Engagement Letters, E&Y LLP has agreed to provide certain audit and tax services (the "Services") to the Debtors in connection with these Chapter 11 cases upon approval of the Court, a summary description of which Services is set forth below and fully described in the Engagement Letters:

(a) Tax Services – E&Y LLP will provide tax services to the Debtors pursuant to the terms of the Master Tax Services Agreement (the Engagement Letter attached hereto as Exhibit A-1), and pursuant to various "Statements of Work" issued thereunder, such as the four Statements of Work described more fully below (the "Tax Services"):

i. Statement of Work # 1 – Routine Tax Advice (as set forth in the Engagement Letter attached hereto as Exhibit A-2) – E&Y LLP will provide the following routine tax advisory services to the Debtors:

1. Providing assistance to the Debtors' tax department for routine small projects when such projects are not covered in a separate Statements of Work.
2. Such projects may include assistance with tax issues, assistance with transactional issues, or assisting the Debtors in connection with its dealings with tax authorities.
3. Specific tasks that may be involved in connection with these services include participation in meetings and telephone calls with Debtor personnel, participating in meetings and telephone calls with taxing authorities and other third parties, review of transactional documentation, research of technical issues, and the preparation of technical memoranda, letters, e-mails, and other written documentation.

- ii. Statement of Work # 2 – Tax Consultation Re: Chapter 11 Filing (as set forth in the Engagement Letter attached hereto as Exhibit A-3) – E&Y LLP will work with appropriate Debtor personnel in developing an understanding of the tax issues and options related to the Debtors’ chapter 11 filing, taking into account the Debtors’ specific facts and circumstances, for U.S. federal and state and local income tax purposes. This analysis may include:
1. understanding reorganization and/or restructuring alternatives of the Debtors that may result in a change in the equity, capitalization and/or ownership of the shares of Debtors or their assets;
  2. assisting and advising Debtors in developing an understanding of the tax implications of its bankruptcy restructuring alternatives and post-bankruptcy operations including, as needed, research and analysis of Internal Revenue Code sections, Treasury regulations, case law and other relevant tax authority and assisting and advising in securing rulings from the Internal Revenue Service or applicable state tax authorities;
  3. tax advisory services regarding availability, limitations and preservation of tax attributes, such as net operating losses and alternative minimum tax credits, reduction or deferral of tax costs in connection with stock or asset sales, if any, assistance with tax issues arising in the ordinary course of business while in bankruptcy, such as ongoing assistance with IRS and/or state and local tax examinations, and, as needed, research, discussions and analysis of federal and state and local income and franchise tax issues arising during the bankruptcy period;
  4. tax advisory services regarding the validity of tax claims in order to determine if the tax amount claimed correctly reflects the true tax liability pursuant to applicable tax law, including tax advisory support in securing tax refunds;
  5. analysis of legal and other professional fees incurred during the bankruptcy period for purposes of determining future deductibility of such costs for U.S. federal, state and local tax purposes;

6. documentation, as appropriate or necessary, of tax analysis, opinions, recommendations, conclusions and correspondence for any proposed restructuring alternative, bankruptcy tax issue or other tax matter described above;
  7. advisory services regarding tax analysis and research related to acquisitions and divestitures;
  8. advisory services regarding tax analysis and research related to tax-efficient domestic restructurings;
  9. testimony as fact witness regarding E&Y LLP work done on Debtors' tax attributes and overall tax posture and the impact of bankruptcy on such attributes and company's overall tax position; and
  10. assisting Debtors with any tax work or analysis related to submissions to the Court, including preparation of any necessary documents, analyses, or other materials.
- iii. Statement of Work # 3 – IRS Examination Assistance (as set forth in the Engagement Letter attached hereto as Exhibit A-4) – Pursuant to this Engagement Letter, E&Y LLP will provide the following tax services to the Debtors:
1. E&Y LLP will provide to Debtors tax advice and controversy services concerning the issues in the examination of Debtors and their subsidiaries by the Internal Revenue Service ("IRS") for the year ending December 31, 2007, as well as any subsequent or prior years that may be examined. E&Y LLP's performance of this engagement will include working with E&Y LLP in developing an understanding of the issues, responding to information document requests, as well as representing Debtors in the examination, including the preparation of a protest, if necessary; and
  2. E&Y LLP will review any proofs of claim that may be filed by the IRS in the Debtors' bankruptcy cases, provide guidance and recommendations concerning the appropriateness of any IRS claims, represent the Debtors before the IRS to resolve any claims, and assist the Debtors in seeking expeditious IRS

consideration of any refund claim. The work above described includes all years related to refund, carry back losses, potential liability issues, and any and all estimated liability issues.

iv. Statement of Work # 4 – Corporate Tax Compliance (as set forth in the Engagement Letter attached hereto as Exhibit A-5) – Pursuant to this Engagement Letter, E&Y LLP will provide the following tax services to the Debtors:

1. E&Y LLP will prepare amended state and local tax returns, as required, based on audit settlements with the Internal Revenue Service for prior years;
2. E&Y LLP will assist with the preparation of the New York State Investment Tax Credit and Employment Incentive Credit Calculations for the 2007 New York State tax returns, including an analysis of qualified purchases and personnel by location; and
3. E&Y LLP will prepare required tax returns for the tax year 2008 in various domestic and non-U.S. jurisdictions as identified by the Debtors and agreed by E&Y LLP; and
4. E&Y LLP may subcontract a portion of its responsibilities under Statement of Work # 4, attached hereto as Exhibit A-5, to another member of the global Ernst & Young network or any of their respective affiliates (collectively, the “EYG Entities” and any one of them, an “EYG Entity”).

(b) Integrated Audit Services – Pursuant to the Engagement Letter attached hereto as Exhibit A-6 (the services provided under the Engagement Letter attached hereto as A-6 are referred to herein as the “Audit Services”), E&Y LLP will provide the following services regarding an audit of the Debtors’ financial statements and internal control over financial reporting (referred to hereinafter as the “Integrated Audit”) if required and, on request of the Debtors, to provide other audit and audit related, attest, and advisory services, including the following:

- i. If requested by the Debtors to perform the Integrated Audit,, E&Y LLP will audit and report on the consolidated financial statements of the Debtors for the year ended November 30, 2008, audit and report on the effectiveness of the Debtors’ internal control over financial reporting as of November 30, 2008, if required, and review the Debtors’ unaudited interim financial information before the Debtor files its Form 10 Q as

required and issue a report to the Audit Committee that provides negative assurance as to conformity with U.S. generally accepted accounting principles, as required.

- ii. As and when requested by the Debtors from time to time, E&Y LLP will provide audit and audit-related, attest, and advisory services, including, but not limited to, advisory services in connection with various accounting matters, continuing education support; assistance with and review of financial statements and regulatory or other filings; financial statement audits of various Debtor subsidiaries, and services related to mergers, acquisitions and divestitures, which such services may include carve-out audits of one or more business units and which may, with Debtor consent and Bankruptcy Court approval, be provided by other EYG Entity or EYG Entities; additionally, as and when requested by the Debtors, E&Y LLP may (or with Debtors' consent another EYG Entity may) perform additional audit procedures with respect to any financial statements of a consolidated or non-consolidated affiliate of Debtors which are required to be filed with Debtors' annual report on Form 10-K pursuant to Article 3-09 of Regulation S-X of the Securities and Exchange Act of 1934, as amended, or otherwise, and provide services to audit the accounts, transactions and disclosures associated with the Debtors operating under chapter 11 of the Bankruptcy Code.

4. As set forth in the Engagement Letters attached hereto as Exhibits A-5 and A-6, E&Y LLP may subcontract a portion of its responsibilities under those Engagement Letter to any of the EYG Entities. E&Y LLP shall be and shall remain fully and solely responsible for all of the liabilities and obligations of E&Y LLP under those Engagement Letters, whether or not performed, in whole or part, by E&Y LLP, any other EYG Entity or any subcontractor or personnel of any EYG Entity. The Debtors shall have no recourse, and shall bring no claim, against any EYG Entity other than E&Y LLP, or against any subcontractors, members, shareholder, directors, officers, managers, partners, agents, representatives or employees of any EYG Entity (or any of their respective successors or permitted assigns) or any of their respective assets, with respect to the services or otherwise under those Engagement Letters. There will be no mark-up of the fees or expenses of any EYG Entity that is subcontracted to provide services hereunder. Pursuant to the subcontracting arrangement, E&Y LLP intends to pay the EYG

Entities directly for their services, and to apply to this Court for reimbursement by the Debtors of any such payments made by E&Y LLP to the EYG Entities.

5. Subject to the Court's approval and pursuant to the terms and conditions of the Engagement Letters, E&Y LLP intends to charge the Debtors for the Services rendered in these Chapter 11 cases based on its hourly rates for such Services, which are currently as follows:

	Audit Services	Tax Services
Partners, Principals and Directors	\$625-800	\$700-825
Senior Managers/Managers	\$425-600	\$650-725
Seniors/Staff	\$160-400	\$160-450

E&Y LLP's hourly rates are revised periodically in the ordinary course of E&Y LLP's business. We shall advise the Debtors of our new rates once they are established if a rate change is effective during the course of this engagement. In addition to the hourly rates set forth above, the Debtors shall reimburse E&Y LLP for any direct expenses incurred in connection with E&Y LLP's retention in these cases and the performance of the Services set forth in the Engagement Letters. E&Y LLP's direct expenses shall include, but not be limited to, reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses (including any fees or reasonable expenses of E&Y LLP's legal counsel, but not any such legal fees or legal expenses related to E&Y LLP's efforts to be retained or to E&Y LLP's fee applications in these cases) specifically related to this engagement.

6. The compensation arrangements provided for in the Engagement Letters are consistent with and typical of arrangements entered into by E&Y LLP and other accounting

firms with respect to rendering comparable services for clients similar to the Debtors, both in and outside of bankruptcy.

7. The Debtors or E&Y LLP may terminate the Engagement Letters at any time, but in any event the Engagement Letters will terminate upon the effective date of the Debtors' confirmed plan of reorganization or liquidation of the Debtors' assets under Chapter 11 of the United States Code, or otherwise. The provisions of the Engagement Letters relating to "Fees and Billings," "Other Matters," limitations and alternative dispute resolution will remain operative and in full force and effect regardless of any termination or expiration of the Engagement Letters and shall survive completion of the Debtors' bankruptcy whether through a confirmed plan of reorganization under Chapter 11 of Title 11 of the United States Code, liquidation of the Debtors' assets under Chapter 7 of Title 11 of the United States Code, or otherwise. Upon any such termination of the Engagement Letter, the Debtors will remain obligated to pay all accrued fees and expenses as of the effective date of such termination.

8. A copy of the Engagement Letters is submitted with this Affidavit for approval.<sup>1</sup> E&Y LLP's provision of Services to the Debtors is contingent upon the Court's approval of each term and condition set forth in the Engagement Letters. Included among the terms and conditions set forth in the Engagement Letters is language substantially similar to the following:

Any controversy or claim with respect to, in connection with arising out of, or in any way related to this Agreement or the services provided hereunder (including any such matter involving any parent, subsidiary, affiliate, successor in interest or agent of the Company or of Ernst & Young) shall be brought in the Bankruptcy Court or the District Court if such District Court withdraws the reference and the parties to this Agreement, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court as the sole exclusive forum (unless such court does not have jurisdiction and venue of such claims or controversies) for the resolution of such

---

<sup>1</sup> To the extent that this Affidavit and the terms of the Engagement Letters are inconsistent, the terms of the Engagement Letters shall control.



claims, caused of action or lawsuits. The parties to this Agreement, and any all successors and assigns thereof, hereby waive trial by jury, such waiver being informed and freely made. If the Bankruptcy Court or the District Court upon withdrawal of the reference does not have or retain jurisdiction over the foregoing claims or controversies, the parties to this Agreement and any and all successors and assigns thereof, agree to submit first to nonbinding mediation; and, if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in the Attachment 1 to this Agreement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. The foregoing is binding upon the Company, Ernst & Young and any all successors and assigns thereof.

9. In addition, included among the terms and conditions set forth in Engagement Letters A-2, A-3, A-4 and A-5 is limitation of liability language substantially similar to the following:

To the fullest extent permitted by applicable law (including, without limitation, for these purposes, the rules and interpretations of the AICPA and the U.S. Securities and Exchange Commission), and except in the case of E&Y LLP's willful misconduct, the total aggregate liability of E&Y LLP to Debtors (and to any affiliate thereof or any other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services shall be limited to the fees actually paid to E&Y LLP in respect of the Services directly relating to and forming the basis of Debtors' claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise

10. In connection with E&Y LLP's proposed retention by the Debtors, E&Y LLP has requested and obtained from counsel to the Debtors or the record in these cases, the names of the following entities:

- (a) Debtors;
- (b) Debtors' Attorneys (general counsel and special bankruptcy counsel);
- (c) Debtors' Other Professionals retained in connection with the chapter 11 proceeding;
- (d) Non-Debtor Affiliates;
- (e) Non-Debtor Affiliates Attorneys;
- (f) Non-Debtor Affiliates Other Professionals retained in connection with the

- Chapter 11 proceedings;
- (g) Debtors' Officers;
- (h) Debtors' Officers Attorneys retained in connection with the Chapter 11 proceeding
- (i) Debtors' Officers Other Business Affiliations
- (j) Debtors' Directors
- (k) Debtors' Directors Attorneys retained in connection with the Chapter 11 proceeding;
- (l) Debtors' Directors Other Business Affiliations
- (m) Debtors' Major Shareholders (5% or more);
- (n) Debtors' Major Shareholders Attorneys retained in connection with the Chapter 11 proceeding;
- (o) All Secured Lenders, including DIP lenders;
- (p) All Secured Lenders Attorneys retained in connection with the Chapter 11 proceeding;
- (q) All Substantial Unsecured Bondholders or Lenders;
- (r) All Substantial Unsecured Bondholders or Lenders Attorneys retained in connection with the Chapter 11 proceeding;
- (s) All Indenture Trustees;
- (t) All Indenture Trustees Attorneys retained in connection with the Chapter 11 proceeding;
- (u) Official Statutory Committees Members (All Committees);
- (v) Official Statutory Committees Attorneys (for each Official Committee)
- (w) Official Statutory Committees Other Professionals retained by each Official Committee;
- (x) Official Statutory Committees Members Attorneys retained in connection with the Chapter 11 proceeding;
- (y) Twenty Largest Unsecured Creditors (as of the date of filing);
- (z) Twenty Largest Unsecured Creditors Attorneys retained in connection with the Chapter 11 proceeding;
- (aa) Parties to the Debtors' Significant Executory Contracts and Leases;
- (ab) Parties to the Debtors' Significant Executory Contracts and Leases Attorneys retained in connection with the Chapter 11 proceeding;
- (ac) Other Significant Parties-in-Interest including parties in material litigation against the Debtors; and/or parties to potential significant transactions with the Debtors; and
- (ad) Other Significant Parties-in-Interest Attorneys retained in connection with the Chapter 11 proceeding.

The identities of these interested parties are set forth on Exhibit B to this Affidavit.

11. E&Y LLP has not received from counsel to the Debtors, or does not know of, any persons or entities that would fall into categories (e), (f), (h), (k), (n), (p), (r), (s), (t), (w), (x), (z), (ab) and (ad) set forth above. As to those persons or entities identified in the remaining

categories set forth above, E&Y LLP searched or caused to be searched certain databases to determine whether E&Y LLP has provided in the recent past or is currently providing services to the parties-in-interest listed in Exhibit B attached hereto. To the extent that E&Y LLP's research of relationships with parties-in-interest in these cases indicated that E&Y LLP has in the recent past, or currently has, a client relationship with such parties-in-interest in matters unrelated to these chapter 11 cases, E&Y LLP has so indicated in the attached Exhibit B to the Affidavit. Should additional significant relationships with parties-in-interest become known to E&Y LLP, a supplemental affidavit will be filed by E&Y LLP with the Court.

12. E&Y LLP, a Delaware limited liability partnership, and Ernst & Young LLP, an Ontario limited liability partnership ("E&Y (Canada)"), are separate legal entities. While they have, through various agreements, a close operational relationship, that, *inter alia*, provides for certain shared costs and services and mutual financial support, the two firms do not share their profits or their fees on professional engagements.

13. The Ernst & Young global network encompasses independent professional services practices conducted by separate legal entities throughout the world. Such legal entities are members of Ernst & Young Global Limited ("EYGL"), a company incorporated under the laws of England and Wales and limited by guarantee, with no shareholders and no capital. The member firms of EYGL have agreed to operate certain of their professional practices in accordance with agreed standards, but remain separate legal entities. E&Y LLP and E&Y (Canada) are members of EYGL.

14. E&Y LLP has conducted research with respect to services provided by E&Y (Canada) in the recent past to the parties listed in Exhibit B attached hereto. To the extent that E&Y LLP's research of relationships with the interested parties indicated that E&Y (Canada) has

provided in the recent past or is currently providing services to any of these entities in matters unrelated to these chapter 11 cases, E&Y LLP has so indicated in the attached Exhibit B to this Affidavit. Should additional relationships with parties in interest become known to E&Y LLP, a supplemental affidavit will be filed by E&Y LLP with the Court.

15. On November 30, 2004, Ernst & Young U.S. LLP (an affiliate of E&Y LLP) transferred all of its equity ownership in Ernst & Young Corporate Finance LLC ("EYCF") to Giuliani Partners LLC (the "Transaction"). As a result, EYCF became a subsidiary of Giuliani Partners LLC ("GP") and changed its name to Giuliani Capital Advisors LLC ("GCA"). As a consequence of the Transaction, Ernst & Young U.S. LLP no longer has any direct or indirect ownership interest in EYCF, nor in GCA. Given the absence of an ownership relationship, E&Y LLP believes that it is not necessary, in performing connections checks for work performed by E&Y LLP on and after December 1, 2004, to review connections that either EYCF or GCA may have or have had, nor to search either of those entities' databases for like information, and E&Y LLP has in fact not undertaken such research.

16. As part of its practice, E&Y LLP appears in cases, proceedings and transactions involving many different attorneys, financial advisors and creditors, some of which may represent or be claimants and/or parties in interest in these cases. E&Y LLP will have no relationship with any such entity, attorney or financial advisor that would be materially adverse to the Debtors. The following professionals whom E&Y LLP believes to be closely associated with the Debtors' chapter 11 cases have provided in the past and/or are currently providing services to E&Y LLP: Akerman Senterfitt, Allen & Overy LLP, Baker & McKenzie LLP, Ballard Spahr Anders & Ingersoll, LLP, Blake Cassels & Graydon LLP, Carrington, Coleman, Sloman & Blumenthal, L.L.P., Dorsey & Whitney LLP, Gibson, Dunn & Crutcher LLP, Hogan

& Hartson, Hunton & Williams LLP, Jeffer, Mangels, Butler & Marmaro, Jones Day, Krieg Devault LLP, Latham & Watkins, LLP, Lewis and Roca LLP, Morrison & Foerster LLP, Paul, Hastings, Janofsky & Walker LLP, Schulte, Roth & Zabel LLP, Sidley Austin, Sills Cummis & Gross P.C., Sills Cummis Epstein & Gross P.C., Skadden, Arps, Slate, Meagher & Flom LLP, Snell & Wilmer, Sonnenschein Nath & Rosenthal, Squire, Sanders & Dempsey L.L.P., Stroock, Stroock & Lavan, White & Case, Willkie Farr & Gallagher LLP, and Windels Marx Lane & Mittendorf, LLP.

17. Certain banks which are potential parties in interest herein, or affiliates of potential parties in interest herein – Barclays Bank, Citibank, NA, HSBC Bank, JP Morgan Chase Bank, NA, The Royal Bank of Scotland, PLC and Wells Fargo Bank, NA – are banks that participate in E&Y LLP's Revolving Credit Program. Certain insurance companies that are potential parties in interest herein, namely Jackson National Life Insurance, Metlife Insurance Company, Metropolitan Life Insurance Company and Prudential Insurance Company of America, are the holders of certain long term notes issued by E&Y LLP and an affiliate thereof.

18. E&Y LLP is currently a party or participant in certain litigation matters involving parties-in-interest in these cases. Case information and the parties-in-interest involved in these matters are provided in Exhibit C to this Affidavit.

19. E&Y LLP has thousands of professional employees. It is possible that certain employees of E&Y LLP may have business associations with parties in interest in these cases or hold securities of the Debtors or interests in mutual funds or other investment vehicles that may own securities of the Debtors.

20. To the best of my knowledge, information and belief, formed after reasonable inquiry, none of the services rendered by E&Y LLP to the entities set forth in Exhibit B hereto

have been in connection with the Debtors or these chapter 11 cases. E&Y LLP believes that these relationships will not impair E&Y LLP's ability to objectively perform professional services on behalf of the Debtors. E&Y LLP will not accept any engagement that would require E&Y LLP to represent an interest materially adverse to the Debtors.

21. To the best of my knowledge, information and belief, neither the undersigned nor the E&Y LLP professionals expected to assist the Debtors in these matters are connected to the Judge, U.S. Trustee or Assistant U.S. Trustee assigned to this matter.

22. Despite the efforts described above to identify and disclose connections with parties-in-interest in these cases, because the Debtors are a large enterprise with numerous creditors and other relationships, E&Y LLP is unable to state with certainty that every client representation or other connection of E&Y LLP with parties-in-interest in these cases has been disclosed herein. In this regard, if E&Y LLP discovers additional information that requires disclosure, E&Y LLP will file supplemental disclosures with the Court.

23. E&Y LLP and various member firms of EYGL have in the past provided and are expected in the future to continue to provide services to non-debtor affiliates of the Debtors, including those located in the following countries: Argentina, Australia, Bermuda, Canada, China, Colombia, France, Germany, Hong Kong, India, Ireland, Israel, Italy, Japan, Latvia, Luxembourg, Malaysia, Mauritius, Netherlands, Philippines, Poland, Portugal, Qatar, Singapore, Spain, Sweden, Switzerland, Taiwan, Thailand, Turkey, United Arab Emirates, United Kingdom, and the United States.

24. E&Y LLP has been retained by Epiq Systems, the claims agent for the Debtors, to provide certain services to Epiq Systems unrelated to the Debtors or these cases.

25. E&Y LLP and E&Y (United Kingdom) provide services to Barclays Capital, Inc., the purchaser of a significant portion of the Debtors' assets, including intangible asset review, tax services and internal control advisory related services subsequent to Barclays' purchase of assets from the Debtors, but specifically excluding any services that could have an economic impact on the Debtors.

26. E&Y (United Kingdom) provides various services to Nomura International PLC, a purchaser of significant assets from the Debtors, and its affiliates Nomura [Japan], including tax services subsequent to Nomura's purchase of assets from the Debtors, but specifically excluding any services that could have an economic impact on the Debtors.

27. E&Y LLP and/or certain member firms of EYGL (as specified below) provide services to the following potentially interested parties that consummated transactions with Debtors or Debtor affiliates, which include E&Y LLP's provision of services subsequent to the closing of such parties' pre-bankruptcy transactions with Lehman entities, and which will have no economic impact on the Debtors: (a) E&Y (Australia), an EYGL member firm, provides agreed upon procedure services to National Australia Bank Limited to recalculate National Australia Bank Limited's calculation of net exposures to OTC derivatives to subsidiaries of the Debtors; (b) E&Y LLP provides services to an audit client wherein certain limited, agreed upon procedures are applied to the audit client's books and records in relation to the client's analysis of certain transactions with the Debtors and certain affiliates of the Debtors and (c) E&Y (United Kingdom), an EYGL member firm, provides tax services by to BMB Property Investments Ltd. with respect to certain acquisitions from joint ventures involving a non-debtor affiliate of the Debtors. As part of the retentions described in this paragraph, neither E&Y LLP nor any EYGL member firm will determine a potential party in interest's valuation of its exposures or claims,

and will not advise with respect to whether or in what magnitude any such potential party in interest may or should present a claim against Lehman Brothers Holdings Inc. or any affiliate thereof.

28. E&Y (United Kingdom), an EYGL member firm, provide tax services to certain former employees of non-debtor affiliates of the Debtors in new ventures unaffiliated with the Debtor or affiliates of the Debtors.

29. E&Y (United Kingdom), an EYGL member firm, has been retained by an entity ("Client A") to review and provide advice on the processes and controls by which Client A identifies transactions with counterparties in default, including the Debtors and collects related data. As part of such retention, E&Y (UK) will not determine, analyze or review Client A's valuation of its exposures or claims, and will not advise with respect to whether or in what magnitude Client A may or should present a claim against Lehman Brothers Holdings Inc. or any affiliate thereof, but will only review the processes and controls by which Client A collects related data.

30. The disclosures set forth herein do not include specific identification of services performed in connection with audits of the financial statements of E&Y LLP audit clients merely because a Lehman entity is a counterparty to transactions that affect the assets or liabilities of those other clients of E&Y LLP. If such clients of E&Y LLP are potential parties in interest in these cases, Exhibit B hereto indicates that they are also clients of E&Y LLP.

31. Latham & Watkins LLP, who provides services to E&Y LLP related to E&Y LLP's retention efforts in these and other chapter 11 cases, may be retained by the Debtors in an ordinary course professional capacity to provide the Debtors with corporate counsel services.



32. To the best of my knowledge, information and belief formed after reasonable inquiry, E&Y LLP does not hold nor represent any interest materially adverse to the Debtors in the matters for which E&Y LLP is proposed to be retained. The proposed employment of E&Y LLP is not prohibited by or improper under Bankruptcy Rule 5002. Accordingly, I believe that E&Y LLP is eligible for retention by the Debtors under Title 11 of the United States Code (the "Bankruptcy Code").

33. To the best of my knowledge, information and belief, prior to the Petition Date, E&Y LLP performed certain professional services for the Debtors, including audit and tax services. At the Debtors' request, E&Y LLP has provided certain tax services for the Debtors since the Petition Date. Thus, E&Y LLP requests that its retention be authorized effective as of the Petition Date.

34. As of December 19, 2008, E&Y LLP was owed \$1,692,666 by the Debtors in respect of services provided by E&Y LLP both prior to and following the Petition Date (\$1,313,832 for prepetition services, and \$378,834 for postpetition services). Upon approval of E&Y LLP's retention in these cases, E&Y LLP shall waive its right to receive any fees incurred on the Debtors' behalf prior to the Petition Date.

35. During the ninety days immediately preceding the Petition Date, E&Y LLP received from the Debtors and their affiliates (not including the Debtors' affiliated investment funds) fees and expenses totaling \$1,805,667. E&Y LLP is unable to determine which legal entity delivered certain of the funds, but E&Y LLP estimates that of the \$1,805,667 described in the preceding sentence, \$1,282,752 was attributable to work performed for the Debtors.

36. E&Y LLP and the professionals that it employs are qualified to represent the Debtors in the matters for which E&Y LLP is proposed to be employed.

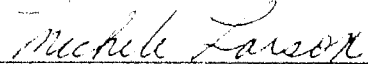
37. Except as otherwise set forth herein, E&Y LLP has not shared or agreed to share any of its compensation in connection with this matter with any other person.

38. E&Y LLP intends to apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of this Court and the Engagement Letters, and pursuant to any additional procedures that may be established by the Court in these cases.

  
William Schlich

Dated: 12/30/08

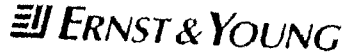
Sworn to and subscribed before me this 30<sup>th</sup> day of December, 2008.

  
Notary Public

My Commission Expires: \_\_\_\_\_

**MICHELE LARSON**  
**Notary Public-State of New York**  
**No. 01-LA6048324**  
**Qualified in Suffolk County**  
**My Commission Expires: 10-10-20**10

**Exhibit A-1**



Ernst & Young LLP  
5 Times Square  
New York, NY 10036-6530

Tel: +(1) 212-773-3000

www.ey.com

September 15, 2008

Lehman Brothers Holdings Inc.  
70 Hudson Street - 10<sup>th</sup> Floor  
Jersey City, NJ 07302

Attn: Mr. Jeffry Ciongoli

### **Master Tax Services Agreement**

Dear Jeff:

This letter agreement, together with all attachments hereto (the "Master Tax Services Agreement," or the "Agreement") sets forth the terms and conditions of the engagement of Ernst & Young LLP ("Ernst & Young," "E&Y" or "we") by Lehman Brothers Holdings, Inc. and its affiliated debtors and debtors in possession ("Company," "Client," "Lehman" or "Debtor") for the provision of tax services subsequent to the Company's filing of a Chapter 11 petition in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

We have agreed to provide such services contingent upon the Bankruptcy Court's approval of our retention in accordance with the terms and conditions that are set forth in this Agreement.

This Agreement is effective as of the date of Client's filing a Chapter 11 of the United States Code petition in the Bankruptcy Court.

### **SCOPE OF SERVICES**

Subject to the provisions of Agreement, we will provide to the Client the tax services (the "Services"), which may be modified from time to time by our mutual written agreement and approval by the Bankruptcy Court.

For each project, the Client and E&Y shall enter into a Statement of Work that describes the specific Services to be performed for a project and the applicable fees for such project, subject to the approval of the Bankruptcy Court. The Statement of Work will be executed by the parties, will be subject to the terms and conditions of this Agreement and will be deemed incorporated herein and shall be contingent upon the Bankruptcy Court approving E&Y's retention in accordance with the terms and conditions that are set forth in this Agreement and the applicable Statement of Work. To the extent that a Statement of Work conflicts with the terms provided herein, the separate Statement of Work will be governed by its own terms, contingent upon the Bankruptcy Court's approval.

It is understood and agreed that E&Y will not agree to perform any tax services that, in the sole opinion of E&Y, might impair its independence as auditors of the "Company".

We will perform all services under this Agreement in accordance with applicable standards established by the American Institute of Certified Public Accountants, including its Statements on Standards for Tax Services.

We agree to provide such services contingent upon the Bankruptcy Court's approval of our retention in accordance with the terms and conditions set forth in this Agreement.

### **FEES AND EXPENSES**

Fees for the Services will be billed based on hours spent at agreed-upon hourly billing rates that will be updated annually on July 1. The hourly billing rates applicable to this Agreement are as set forth in each applicable Statement of Work.

We will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual expenses related to this Agreement, as well as fees for any time we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceeding as a result of our performance of these services. In addition, the Company shall reimburse E&Y for its expenses including travel, meals, accommodations, telephone, facsimile, overnight mail, messenger services, etc. E&Y may receive rebates in connection with certain purchases, which are used to reduce overhead charges that E&Y would otherwise pass on to its clients. E&Y will submit its invoices as the work progresses and payment of them will be made upon receipt, or as quickly as the Bankruptcy Code, the Bankruptcy Rules, local bankruptcy rules for the Southern District of New York and any relevant administrative orders allow.

We will submit an itemized and detailed billing statement and we will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. The Company shall also pay all applicable taxes, including VAT, incurred in connections with the delivery of the Services or the Reports (except for taxes imposed on E&Y's income).

E&Y acknowledges that payment of its fees and expenses hereunder is subject to (i) the jurisdiction and approval of the Bankruptcy Court under Sections 330 and 331 of the Bankruptcy Code, any order of the Bankruptcy Court approving the retention of E&Y and the U.S. Trustee Guidelines, (ii) any applicable fee and expense guidelines and/or orders and (iii) any requirements governing interim and final fee applications.

## OTHER MATTERS

The Company acknowledges that no services shall be performed pursuant to this Agreement that: (a) are prohibited under the SEC, PCAOB or AICPA rules or (b) would impair E&Y's independence or violate the Securities Exchange Act of 1934, as amended.

Any controversy or claim with respect to, in connection with, arising out of, or in any way related to this Agreement or the services provided hereunder (including any such matter involving any parent, subsidiary, affiliate, successor in interest or agent of the Company or its subsidiaries or of E&Y) shall be brought in the Bankruptcy Court or the applicable district court if such district court withdraws the reference and the parties to this Agreement, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court as the sole exclusive forum (unless such court does not have jurisdiction and venue of such claims or controversies) for the resolution of such claims, causes of action or lawsuits. The parties to this Agreement, and any and all successors and assigns thereof, hereby waive trial by jury, such waiver being informed and freely made. If the Bankruptcy Court or the district court upon withdrawal of the reference does not have or retain jurisdiction over the foregoing claims or controversies, the parties to this Agreement and any and all successors and assigns thereof, agree to submit first to nonbinding mediation; and, if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in Exhibit D to this Agreement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. The foregoing is binding upon the Company, E&Y and any all successors and assigns thereof.

This Agreement, including all Exhibits hereto and any Statements of Work executed hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all agreements and understandings between the parties with respect to the subject matter hereof made prior to the date hereof. There are no representations, warranties, understandings or agreements relating to the subject matter hereof which are not fully expressed in this Agreement. No amendment, modification, waiver or discharge of this Agreement shall be valid unless in writing and signed by an authorized representative of the party against whom such amendment, modification, waiver or discharge is sought to be enforced, and, where required, Bankruptcy Court approval. Except as expressly provided herein, this Agreement does not modify the terms or provisions of any engagement letter or agreement for other professional services executed prior to the date noted below.

By agreement to the provision of the Services, E&Y is not providing a guarantee to the Client that E&Y's performance of those services pursuant to the terms and conditions set forth in the Agreement will guarantee the Client's successful reorganization under Chapter 11.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Howard Rabinowitz at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact Howard Rabinowitz so that we can address any issues you identify before we begin to provide any services.

Thanks again for your selection of our firm.

Very truly yours,

*Ernst & Young LLP*

AGREED TO BY:

Lehman Brothers Holdings Inc.

By: \_\_\_\_\_

Mr. Jeffry Ciongoli

Attachments



**EXHIBIT A: Standard Terms and Conditions for Tax Services**

1. **Independent Contractor.** E&Y will provide tax services to Client (the "Services") from time to time described in Statements of Work (each, an "SOW") solely as an independent contractor. Neither party shall have the right, power or authority to obligate or bind the other in any manner.
2. **Unexpected Events.** If changes to the scope or timing of any Services are required because of a change in applicable law or professional standards or events beyond a party's reasonable control, but not involving its fault or negligence (any of which, a "Change"), subject to any Bankruptcy Court approval, the parties agree to adjust the fees for, and/or timing of, the Services appropriately and, if necessary, Client will obtain Audit Committee approval of such adjustments. Each party shall be excused from default or delay in the performance of its obligations (other than payment obligations) under this Agreement to the extent caused by a Change.
3. **Client Data and Information.**
  - A. Client will timely provide, or cause to be provided, to E&Y all data, information and resources reasonably required by E&Y to perform the Services ("Client Data"). All Client Data shall be, to the best of Client's knowledge, true, correct and complete in all material respects and will not omit any material fact that would make any data or information provided to E&Y false or misleading. E&Y may rely upon the Client Data and will not evaluate or have any responsibility to verify independently the accuracy, completeness, or sufficiency of any Client Data for any purposes.
  - B. E&Y may disclose Client Data, including tax return information and other confidential information, to any affiliate of E&Y, any other member of the global Ernst & Young network or any of their respective affiliates (all such members, including E&Y and its affiliates, collectively, the "E&Y Entities," and any of them, an "E&Y Entity") and their respective employees, partners, consultants and contractors for the purpose of rendering the Services.
4. **Reliance and Disclosure.** All E&Y tax services and any advice, reports, materials, presentations, or other communications (collectively, "Advice") in connection therewith are provided solely for the benefit and use of Client and (other than filings provided to tax authorities) may not be relied upon by anyone else for any purpose without E&Y's prior written consent. Client (and, if applicable, its officers, directors, employees, agents and advisors) may disclose to any person or entity, without limitation, the tax treatment and tax structure of any transaction or any other tax position with respect to which E&Y provides tax Services and any Advice in connection therewith. In the event Client discloses such Advice to a third party, Client shall inform the third party that the third party cannot rely on the Advice for any purpose without E&Y's prior written consent. Client may not rely on any draft Advice.
5. **Technical Elements.** In performing the Services, E&Y may use certain data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications developed or used by E&Y or its licensors, or to which E&Y otherwise has rights, including enhancements or improvements developed in the course of performing the Services (collectively, "Technical Elements"). Client may use the Technical Elements owned by E&Y or its licensors solely to the extent necessary for Client to use the Advice as permitted by this Agreement.
6. **Limitations.** E&Y shall be solely responsible for the performance of the Services and all of the other liabilities and obligations of E&Y under this Agreement, including any SOW, whether or not performed, in whole or part, by E&Y, any other E&Y Entity, or any subcontractor or personnel of any E&Y Entity. Client and its affiliates or other persons or entities for or in respect of which any of the Services are provided shall have no recourse, and shall bring no claim, against any E&Y Entity other than E&Y, or against any subcontractors, members, shareholders, directors, officers, managers, partners or employees of E&Y or any other E&Y Entity, or any of the assets of any thereof, in connection with the performance of the Services or otherwise under the Agreement or any SOW.
7. **Termination.** This Agreement may be terminated at any time by the Company or E&Y, but in any event this Agreement will expire upon the effective date of the Company's confirmed plan of reorganization, or liquidation of the Company's assets under Chapter 11 or 7 of Title 11 of the United States Code, or otherwise. The provisions of this Agreement relating to "Fees and Expenses" and "Other Matters" will remain operative and in full force and effect regardless of any termination or expiration of this Agreement and shall survive completion

**EXHIBIT A: Standard Terms and Conditions for Tax Services**

of the Company's bankruptcy whether through a confirmed plan of reorganization under Chapter 11 of Title 11 of the United States Code, liquidation of the Company's assets under Chapter 7 of Title 11 of the United States Code, or otherwise. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions of this Agreement shall remain in full force and effect.

8. Information Requests. If Client requests E&Y, or if E&Y is required by government regulation, subpoena or other legal process, to produce documents or personnel as witnesses with respect to the Services or this Agreement, Client shall, so long as E&Y is not a party to the proceeding in which the information is sought, reimburse E&Y at its standard billing rates for its professional time and expenses, as well as reasonable attorneys' fees and expenses, incurred in responding to such requests.

9. Use of Names. Neither party shall use, disclose or publicize the other party's name, trademark, service mark or logo in connection with the Services without the prior written consent of the other party, provided, that E&Y may use Client as a reference for the Services or in a list of clients for which the Services have been provided.

10. Miscellaneous.

A. This Agreement merges and supersedes all prior and contemporaneous communications about the Services and the other matters contemplated by this Agreement. This Agreement, including each SOW, may be modified only in writing, signed by both parties and approved by the Bankruptcy Court. If any portion of this Agreement, including any SOW, is held to be void, invalid, or otherwise unenforceable, the other provisions shall not be affected.

B. None of a party's rights or obligations under this Agreement may be assigned, in whole or in part, by either party without the prior written consent of the other party, provided, that E&Y may assign any of its rights or obligations under this Agreement to, and may perform the Services together with, an affiliate of E&Y or any other E&Y Entity, subject to the approval of the Bankruptcy Court. The provisions of this Agreement shall operate for the benefit of, and may be enforced by, any assignee or subcontractor that is providing any of the Services in accordance herewith.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, as if it were made and fully performed in New York by New York residents.

D. Client represents and warrants to E&Y that (1) this Agreement has, if necessary, been considered and approved by Client's Audit Committee, and (2) the person signing this Agreement, or any SOW, is expressly authorized to execute it on behalf of, and to bind, Client, its affiliates and any other persons or entities for whose benefit any of the Services are provided.

**EXHIBIT B: Dispute Resolution Procedures**

***Mediation***

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any E&Y audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

***Arbitration***

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any E&Y audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

**Tax Services Notices**

1. Under Section 5079(a)(5) of the California Business and Professions Code and the regulations thereto, E&Y is required to inform its clients that in some circumstances, non-CPA personnel may participate in the performance of the Services.
2. In accordance with AICPA professional standards and the Financial Modernization Act of 1999, E&Y provides the following Privacy Policy Statement: E&Y considers all nonpublic information about its clients to be confidential, including personal and financial information provided by its clients or by others, as well as information E&Y generates on behalf of its clients. E&Y does not disclose confidential client information to unaffiliated third parties, other than E&Y Entities and their contractors or consultants in connection with the performance of the Services, except as permitted by law or professional obligations, without the client's consent. E&Y personnel, contractors and consultants working under E&Y's supervision are required to observe E&Y's policies concerning confidential client information and E&Y employs security systems designed to protect against unauthorized access to and use of confidential information.
3. Under AICPA professional standards, E&Y owns all working papers prepared by it to document, in accordance with E&Y policy and professional obligations, performance of the Services, and E&Y may retain, in confidence, copies of tax returns, Advice and other documents prepared by it.
4. E&Y may receive rebates in connection with certain purchases, which are used to reduce charges that E&Y would otherwise pass on to its clients.

Exhibit A-2



**ERNST & YOUNG**

Ernst & Young LLP  
5 Times Square  
New York, NY 10036-6530

Tel: +(1) 212-773-3000

September 15, 2008

Lehman Brothers Holdings Inc.  
70 Hudson Street - 10<sup>th</sup> Floor  
Jersey City, NJ 07302

Attn: Mr. Jeffry Ciongoli

**Statement of Work #1 – Routine Tax Advice**

Dear Jeff:

This Statement of Work ("SOW") is governed by and subject to the terms and conditions of the Master Tax Services Agreement dated September 15, 2008 (the "Agreement") between Lehman Brothers Holdings Inc. and its affiliated debtors and debtors in possession ("Company," "Client," "Lehman" or "Debtor") and Ernst & Young LLP ("E&Y"), which was executed in connection with the Company's filing a Chapter 11 petition with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and describes certain tax services that E&Y will perform for the Company during the Company's Chapter 11 bankruptcy, and subject to Bankruptcy Court approval.

Unless modified by this SOW, the terms and conditions of the Agreement continue to apply. Capitalized terms used, but not defined in this SOW, have the meanings set forth in the Agreement.

This SOW regards our engagement to provide to Client routine tax advice and assistance as requested by Client's tax department when such projects are not covered by a separate SOW and do not involve any significant tax planning or projects ("on-call tax advisory services").

**Engagement Team**

Paul Stroud (Partner) and Howard Rabinowitz (Partner) will lead the E&Y team in providing the on-call tax advisory services. If either of these individuals ceases to provide tax services to the Company pursuant to the Agreement, E&Y will so advise the Company and, if that person is replaced, provide the Company with the name of that professional's replacement. Other staff and subject matter specialists and/or experts, not identified herein, may be utilized as required to conduct our work in the most efficient manner possible.

**Scope of Services**

E&Y will provide the following tax advisory services to Client, contingent upon the Bankruptcy Court's approval of our retention in accordance with the terms and conditions that are set forth in the Agreement (inclusive of this SOW):

- Providing assistance to the Company's tax department for routine small projects when such projects are not covered in a separate SOW to the Agreement.
- Such projects may include assistance with tax issues, assistance with transactional issues, or assisting the Company in connection with its dealings with tax authorities.
- Specific tasks that may be involved in connection with the Services include participation in meetings and telephone calls with Company personnel, participating in meetings and telephone calls with taxing authorities and other third parties, review of transactional documentation, research of technical issues, and the preparation of technical memoranda, letters, e-mails, and other written documentation.

The on-call tax advisory services may be modified from time to time by our mutual written agreement and approval by the Bankruptcy Court.

The Internal Revenue Code and professional standards require that tax advisors advise clients regarding their penalty exposure with respect to the advice they render and the disclosures that may avoid such penalties. The Internal Revenue Code has been amended to increase the disclosures that return preparers are required to include on returns to avoid exposure to penalty. Our tax opinions, memoranda, and similar documents will address disclosures we believe are appropriate to comply with applicable taxpayer and tax advisor/return preparer obligations, including our views as to the level of support for the positions addressed therein in a manner designed to facilitate compliance with tax return disclosure requirements.

#### **Out-Of-Scope Services**

Any activities not described as Services, as indicated above under Scope of Services, are not covered by the Fees stated herein. These services will be considered outside the scope of this SOW ("Out-of-Scope Services") and are the responsibility of Client to perform on a timely basis unless otherwise agreed by the parties in writing, and approved by the Bankruptcy Court.

#### **Responsibilities**

Client shall make all management decisions and perform all management functions in connection with the Services under this SOW. E&Y may assist Client in rendering management decisions or carrying out management functions in connection with the Services, including by providing advice, research material or recommendations, but E&Y will not make any such decisions or perform any such functions. In its sole discretion, E&Y may refuse to take any action to the extent it might be construed as a management decision or a management function.

Client accepts responsibility for the results of the Services. Client's approval of any Services shall not constitute a waiver of any of its rights under this SOW. Client further agrees to establish and maintain internal controls in connection with the Services, including monitoring E&Y's performance under this SOW.

Client shall designate an employee possessing the skill, knowledge and/or experience (but not necessarily the experience to perform the Services) to (1) oversee, (2) evaluate the effectiveness of, and (3) approve, the Services.

In addition, to the extent those SEC audit independence restrictions apply to any relationship between Client and E&Y or any other E&Y Entity, Client represents and warrants to E&Y, on and as of the date hereof, that neither Client nor any of its affiliates has agreed, orally or in writing, with any other tax service provider to limit in any way Client's ability to disclose to any person or entity the tax treatment or tax structure of any transaction that is the subject of the Services. Any such agreement with other tax service providers could impair the independence required of an E&Y Entity providing services to Client and neither E&Y nor any other E&Y Entity shall have any liability or responsibility whatsoever to Client in respect of any such agreement or its consequences.

#### **Fees and Expenses**

This SOW is intended to be used to respond to basic tax questions and assignments that are expected, at the beginning of the project, to involve total professional time not to exceed (with respect to the specific project) \$10,000 in professional fees based on the standard hourly rates for the professionals involved as set forth below.

The Company shall pay E&Y's fees for the on-call tax advisory services, which fees are subject to Bankruptcy Court approval and based on the actual time of E&Y professionals expended in performing the on-call tax advisory services as adjusted annually on July 1 during the term of the Agreement. The actual time required will depend upon the extent and nature of available information, modifications to the scope of our engagement and other developments that may occur as work progresses. Client shall also pay all applicable taxes incurred in connection with the delivery of the Services or any Advice (except for taxes imposed on E&Y's income). The rates, by level of tax professional, are as follows:

<u>Title</u>	<u>Rate Per Hour</u>
Executive Director/Principal/Partner	\$700 - \$825
Manager/Senior Manager	\$650 - \$725
Staff/Senior	\$160 - \$450



In addition, Client shall reimburse E&Y for direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement.

We will submit an itemized and detailed billing statement and we will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual expenses related to this SOW, as well as fees for any time (including any time or reasonable expenses of legal counsel) we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal regulatory, or other proceeding as a result of our performance of these services. Please note that we may receive volume based rebates from certain vendors (e.g. credit card companies) that are used to reduce overhead charges that would otherwise be passed on to our client.

Any fee estimates for the Services under this SOW assume that Client will timely provide, or cause to be provided, to E&Y all appropriate information and assistance, and that the scope and complexity of such Services are consistent with our prior discussions, as well as the description thereof above. If, during the term of this SOW, E&Y determines that any additional work is necessary, whether at Client's request or because the complexity of the project increases, E&Y will promptly contact Client to discuss any adjustments to the scope of work or E&Y's fees and obtain Bankruptcy Court approval before proceeding.

#### **Other Terms**

To the fullest extent permitted by applicable law (including, without limitation, for these purposes, the rules and interpretations of the AICPA and the U.S. Securities and Exchange Commission), and except in the case of E&Y's willful misconduct, the total aggregate liability of E&Y to Client (and to any affiliate thereof or any other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services shall be limited to the fees actually paid to E&Y in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise.

Please indicate Client's acceptance of these additional terms and conditions by executing this SOW in the space provided below and return it to Howard Rabinowitz at your earliest convenience.

Thanks again for your selection of our firm.

Very truly yours,

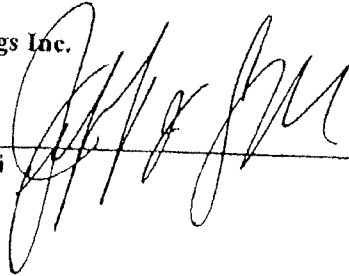
*Ernst + Young LLP*

**AGREED TO BY:**

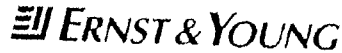
**Lehman Brothers Holdings Inc.**

By: \_\_\_\_\_

Mr. Jeffry Ciongoli

A handwritten signature in dark ink, appearing to read 'Jeffry Ciongoli', is written over a horizontal line. The signature is stylized with large, flowing loops.

**Exhibit A-3**



Ernst & Young LLP  
9 Times Square  
New York, NY 10036-6530

Tel: + (1) 212-773-3000

www.ey.com

September 15, 2008

Lehman Brothers Holdings Inc.  
70 Hudson Street - 10<sup>th</sup> Floor  
Jersey City, NJ 07302

Attn: Mr. Jeffry Ciongoli

**Statement of Work #2 – Tax Consultation Re Chapter 11 Filing**

Dear Jeff:

This Statement of Work ("SOW") is governed by and subject to the terms and conditions of the Master Tax Services Agreement dated September 15, 2008 (the "Agreement") between Lehman Brothers Holdings Inc. and its affiliated debtors and debtors in possession ("Company," "Client," "Lehman" or "Debtor") and Ernst & Young LLP ("E&Y"), which was executed in connection with the Company's filing a Chapter 11 petition with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and describes certain tax services that E&Y will perform for the Company during the Company's Chapter 11 bankruptcy, and subject to Bankruptcy Court approval.

Unless modified by this SOW, the terms and conditions of the Agreement continue to apply. Capitalized terms used, but not defined in this SOW, have the meanings set forth in the Agreement.

**Engagement Team**

Paul Stroud (Partner) and Howard Rabinowitz (Partner) will lead the E&Y team in providing the Services (as defined below). If either of these individuals ceases to provide tax services to the Company pursuant to the Agreement, E&Y will so advise the Company and, if that person is replaced, provide the Company with the name of that professional's replacement. Other staff and subject matter specialists and/or experts, not identified herein, may be utilized as required to conduct our work in the most efficient manner possible.

**Scope of Services**

E&Y will provide the following services (the "Services") under this SOW to Client, contingent upon the Bankruptcy Court's approval of our retention in accordance with the terms and conditions that are set forth in the Agreement (inclusive of this SOW):

E&Y will work with appropriate Client personnel in developing an understanding of the tax issues and options related to the Client's Chapter 11 filing, taking into account the Client's

specific facts and circumstances, for US Federal and State and Local Income Tax purposes. This analysis may include:

- Understanding reorganization and/or restructuring alternatives Client is evaluating with its existing bondholders and other creditors, that may result in a change in the equity, capitalization and/or ownership of the shares of Client or its assets;
- Assisting and advising Client in developing an understanding of the tax implications of its bankruptcy restructuring alternatives and post-bankruptcy operations including, as needed, research and analysis of Internal Revenue Code sections, Treasury regulations, case law and other relevant tax authority and assisting and advising in securing rulings from the Internal Revenue Service or applicable state tax authorities;
- Tax advisory services regarding availability, limitations and preservation of tax attributes, such as net operating losses and alternative minimum tax credits, reduction or deferral of tax costs in connection with stock or asset sales, if any, assistance with tax issues arising in the ordinary course of business while in bankruptcy, such as ongoing assistance with IRS and/or state and local tax examinations, and, as needed, research, discussions and analysis of federal and state and local income and franchise tax issues arising during the bankruptcy period;
- Tax advisory services regarding the validity of tax claims in order to determine if the tax amount claimed correctly reflects the true tax liability pursuant to applicable tax law, including tax advisory support in securing tax refunds;
- Analysis of legal and other professional fees incurred during the bankruptcy period for purposes of determining future deductibility of such costs for US Federal, state and local tax purposes;
- Documentation, as appropriate or necessary, of tax analysis, opinions, recommendations, conclusions and correspondence for any proposed restructuring alternative, bankruptcy tax issue or other tax matter described above;
- Advisory services regarding tax analysis and research related to acquisitions and divestitures;
- Advisory services regarding tax analysis and research related to tax-efficient domestic restructurings;
- Testimony as fact witness regarding EY work done on company's tax attributes and overall tax posture and the impact of Bankruptcy on such attributes and company's overall tax position;

- Assisting Client with any tax work or analysis related to submissions to the Court, including preparation of any necessary documents, analyses, or other materials.

The Services may be modified from time to time by our mutual written agreement and approval by the Bankruptcy Court.

The Internal Revenue Code and professional standards require that tax advisors advise clients regarding their penalty exposure with respect to the advice they render and the disclosures that may avoid such penalties. The Internal Revenue Code has been amended to increase the disclosures that return preparers are required to include on returns to avoid exposure to penalty. Our tax opinions, memoranda, and similar documents will address disclosures we believe are appropriate to comply with applicable taxpayer and tax advisor/return preparer obligations, including our views as to the level of support for the positions addressed therein in a manner designed to facilitate compliance with tax return disclosure requirements.

#### **Out-Of-Scope Services**

Any activities not described as Services, as indicated above under Scope of Services, are not covered by the fees stated herein. These Services will be considered outside the scope of this SOW ("Out-of-Scope Services") and are the responsibility of Client to perform on a timely basis unless otherwise agreed by the parties in writing, and approved by the Bankruptcy Court.

#### **Responsibilities**

Client shall make all management decisions and perform all management functions in connection with the Services under this SOW. E&Y may assist Client in rendering management decisions or carrying out management functions in connection with the Services, including by providing advice, research material or recommendations, but E&Y will not make any such decisions or perform any such functions. In its sole discretion, E&Y may refuse to take any action to the extent it might be construed as a management decision or a management function.

Client accepts responsibility for the results of the Services. Client's approval of any Services shall not constitute a waiver of any of its rights under this SOW. Client further agrees to establish and maintain internal controls in connection with the Services, including monitoring E&Y's performance under this SOW.

Client shall designate an employee possessing the skill, knowledge and/or experience (but not necessarily the experience to perform the Services) to (1) oversee, (2) evaluate the effectiveness of, and (3) approve, the Services.

In addition, to the extent those SEC audit independence restrictions apply to any relationship between Client and E&Y or any other E&Y Entity, Client represents and warrants to E&Y, on and as of the date hereof, that neither Client nor any of its affiliates has agreed, orally or in

writing; with any other tax service provider to limit in any way Client's ability to disclose to any person or entity the tax treatment or tax structure of any transaction that is the subject of the Services. Any such agreement with other tax service providers could impair the independence required of an E&Y Entity providing services to Client and neither E&Y nor any other E&Y Entity shall have any liability or responsibility whatsoever to Client in respect of any such agreement or its consequences.

### **Fees and Expenses**

The Company shall pay E&Y's fees for the Services, which fees are subject to Bankruptcy Court approval and based on the actual time of E&Y professionals expended in performing the Services as adjusted annually on July 1 during the term of the Agreement. The actual time required will depend upon the extent and nature of available information, modifications to the scope of our engagement and other developments that may occur as work progresses. Client shall also pay all applicable taxes incurred in connection with the delivery of the Services or any Advice (except for taxes imposed on E&Y's income). The rates, by level of tax professional, are as follows:

<u>Title</u>	<u>Rate Per Hour</u>
Executive Director/Principal/Partner	\$700 - \$825
Manager/Senior Manager	\$650 - \$725
Staff/Senior	\$160 - \$450

In addition, Client shall reimburse E&Y for direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement.

We will submit an itemized and detailed billing statement and we will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual expenses related to this SOW, as well as fees for any time (including any time or reasonable expenses of legal counsel) we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal regulatory, or other proceeding as a result of our performance of these services. Please note that we may receive volume based rebates from certain vendors (e.g. credit card companies) that are used to reduce overhead charges that would otherwise be passed on to our client.

Any fee estimates for the Services under this SOW assume that Client will timely provide, or cause to be provided, to E&Y all appropriate information and assistance, and that the scope and complexity of such Services are consistent with our prior discussions, as well as the description

thereof above. If, during the term of this SOW, E&Y determines that any additional work is necessary, whether at Client's request or because the complexity of the project increases, E&Y will promptly contact Client to discuss any adjustments to the scope of work or E&Y's fees and obtain Bankruptcy Court approval before proceeding.

**Other Terms**

To the fullest extent permitted by applicable law (including, without limitation, for these purposes, the rules and interpretations of the AICPA and the U.S. Securities and Exchange Commission), and except in the case of E&Y's willful misconduct, the total aggregate liability of E&Y to Client (and to any affiliate thereof or any other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services shall be limited to the fees actually paid to E&Y in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise.

Please indicate Client's acceptance of these additional terms and conditions by executing this SOW in the space provided below and return it to Howard Rabinowitz at your earliest convenience.

Thanks again for your selection of our firm.

Very truly yours,

*Ernst + Young LLP*

**AGREED TO BY:**

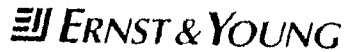
**Lehman Brothers Holdings Inc.**

By: \_\_\_\_\_

**Mr. Jeffry Ciongoli**



**Exhibit A-4**



Ernst & Young LLP  
5 Times Square  
New York, NY 10036-6530

Tel: + (1) 212-773-3000

September 15, 2008

Lehman Brothers Holdings Inc.  
70 Hudson Street – 10<sup>th</sup> Floor  
Jersey City, NJ 07302

Attn: Mr. Jeffry Ciongoli

### **Statement of Work #3 – IRS Examination Assistance**

Dear Jeff:

This Statement of Work ("SOW") is governed by and subject to the terms and conditions of the Master Tax Services Agreement dated September 15, 2008 (the "Agreement") between Lehman Brothers Holdings Inc. and its affiliated debtors and debtors in possession ("Company," "Client," "Lehman" or "Debtor") and Ernst & Young LLP ("E&Y"), which was executed in connection with the Company's filing a Chapter 11 petition with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and describes certain tax services that E&Y will perform for the Company during the Company's Chapter 11 bankruptcy, and subject to Bankruptcy Court approval.

Unless modified by this SOW, the terms and conditions of the Agreement continue to apply. Capitalized terms used, but not defined in this SOW, have the meanings set forth in the Agreement.

#### **Engagement Team**

Paul Stroud (Partner) and Howard Rabinowitz (Partner) will lead the E&Y team in providing the Services (as defined below). If either of these individuals ceases to provide tax services to the Company pursuant to the Agreement, E&Y will so advise the Company and, if that person is replaced, provide the Company with the name of that professional's replacement. Other staff and subject matter specialists and/or experts, not identified herein, may be utilized as required to conduct our work in the most efficient manner possible.

#### **Scope of Services**

E&Y will provide the following services (the "Services") under this SOW to Client, contingent upon the Bankruptcy Court's approval of our retention in accordance with the terms and conditions that are set forth in the Agreement (inclusive of this SOW):

- E&Y will provide to Client tax advice and controversy services concerning the issues in the examination of Client and its subsidiaries by the Internal Revenue



Service ("IRS") for the year ending December 31, 2007, as well as any subsequent or prior years that may be examined. Our performance of this engagement will include working with Client in developing an understanding of the issues, responding to information document requests, as well as representing Client in the examination, including the preparation of a protest, if necessary; and

- E&Y will review any proofs of claim that may be filed by the IRS in the Client's bankruptcy case, provide guidance and recommendations concerning the appropriateness of any IRS claims, represent the Client before the IRS to resolve any claims, and assist the Client in seeking expeditious IRS consideration of any refund claim. The work above described includes all years related to refund, carry back losses, potential liability issues, and any and all estimated liability issues.

The Services may be modified from time to time by our mutual written agreement and approval by the Bankruptcy Court.

The Internal Revenue Code and professional standards require that tax advisors advise clients regarding their penalty exposure with respect to the advice they render and the disclosures that may avoid such penalties. The Internal Revenue Code has been amended to increase the disclosures that return preparers are required to include on returns to avoid exposure to penalty. Our tax opinions, memoranda, and similar documents will address disclosures we believe are appropriate to comply with applicable taxpayer and tax advisor/return preparer obligations, including our views as to the level of support for the positions addressed therein in a manner designed to facilitate compliance with tax return disclosure requirements.

#### **Out-Of-Scope Services**

Any activities not described as Services, as indicated above under Scope of Services, are not covered by the fees stated herein. These Services will be considered outside the scope of this SOW ("Out-of-Scope Services") and are the responsibility of Client to perform on a timely basis unless otherwise agreed by the parties in writing, and approved by the Bankruptcy Court.

#### **Responsibilities**

Client shall make all management decisions and perform all management functions in connection with the Services under this SOW. E&Y may assist Client in rendering management decisions or carrying out management functions in connection with the Services, including by providing advice, research material or recommendations, but E&Y will not make any such decisions or perform any such functions. In its sole discretion, E&Y may refuse to take any action to the extent it might be construed as a management decision or a management function.



Client accepts responsibility for the results of the Services. Client's approval of any Services shall not constitute a waiver of any of its rights under this SOW. Client further agrees to establish and maintain internal controls in connection with the Services, including monitoring E&Y's performance under this SOW.

Client shall designate an employee possessing the skill, knowledge and/or experience (but not necessarily the experience to perform the Services) to (1) oversee, (2) evaluate the effectiveness of, and (3) approve, the Services.

In addition, to the extent those SEC audit independence restrictions apply to any relationship between Client and E&Y or any other E&Y Entity, Client represents and warrants to E&Y, on and as of the date hereof, that neither Client nor any of its affiliates has agreed, orally or in writing; with any other tax service provider to limit in any way Client's ability to disclose to any person or entity the tax treatment or tax structure of any transaction that is the subject of the Services. Any such agreement with other tax service providers could impair the independence required of an E&Y Entity providing services to Client and neither E&Y nor any other E&Y Entity shall have any liability or responsibility whatsoever to Client in respect of any such agreement or its consequences.

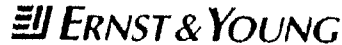
#### **Fees and Expenses**

The Company shall pay E&Y's fees for the Services, which fees are subject to Bankruptcy Court approval and based on the actual time of E&Y professionals expended in performing the Services as adjusted annually on July 1 during the term of the Agreement. The actual time required will depend upon the extent and nature of available information, modifications to the scope of our engagement and other developments that may occur as work progresses. Client shall also pay all applicable taxes incurred in connection with the delivery of the Services or any Advice (except for taxes imposed on E&Y's income). The rates, by level of tax professional, are as follows:

<u>Title</u>	<u>Rate Per Hour</u>
Executive Director/Principal/Partner	\$700 - \$825
Manager/Senior Manager	\$650 - \$725
Staff/Senior	\$160 - \$450

In addition, Client shall reimburse E&Y for direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement.

We will submit an itemized and detailed billing statement and we will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy



Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual expenses related to this SOW, as well as fees for any time (including any time or reasonable expenses of legal counsel) we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal regulatory, or other proceeding as a result of our performance of these services. Please note that we may receive volume based rebates from certain vendors (e.g. credit card companies) that are used to reduce overhead charges that would otherwise be passed on to our client.

Any fee estimates for the Services under this SOW assume that Client will timely provide, or cause to be provided, to E&Y all appropriate information and assistance, and that the scope and complexity of such Services are consistent with our prior discussions, as well as the description thereof above. If, during the term of this SOW, E&Y determines that any additional work is necessary, whether at Client's request or because the complexity of the project increases, E&Y will promptly contact Client to discuss any adjustments to the scope of work or E&Y's fees and obtain Bankruptcy Court approval before proceeding.

#### Other Terms

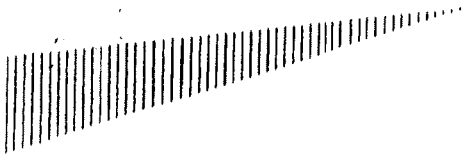
To the fullest extent permitted by applicable law (including, without limitation, for these purposes, the rules and interpretations of the AICPA and the U.S. Securities and Exchange Commission), and except in the case of E&Y's willful misconduct, the total aggregate liability of E&Y to Client (and to any affiliate thereof or any other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services shall be limited to the fees actually paid to E&Y in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise.

Please indicate Client's acceptance of these additional terms and conditions by executing this SOW in the space provided below and return it to Howard Rabinowitz at your earliest convenience.

Thanks again for your selection of our firm.

Very truly yours,

*Ernst & Young LLP*



**ERNST & YOUNG**

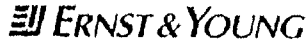
**AGREED TO BY:**

**Lehman Brothers Holdings Inc.**

**By:**

**Mr. Jeffry Ciongoli**

Exhibit A-5



Ernst & Young LLP  
5 Times Square  
New York, NY 10036-6530  
Tel: + (1) 212-773-3000

September 15, 2008

Lehman Brothers Holdings Inc.  
70 Hudson Street – 10<sup>th</sup> Floor  
Jersey City, NJ 07302

Attn: Mr. Jeffry Ciongoli

**Statement of Work #4 –Corporate Tax Compliance**

Dear Jeff:

This Statement of Work ("SOW") is governed by and subject to the terms and conditions of the Master Tax Services Agreement dated September 15, 2008 (the "Agreement") between Lehman Brothers Holdings Inc. and its affiliated debtors and debtors in possession ("Company," "Client," "Lehman" or "Debtor") and Ernst & Young LLP ("E&Y"), which was executed in connection with the Company's filing a Chapter 11 petition with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"), and describes certain tax services that E&Y will perform for the Company during the Company's Chapter 11 bankruptcy, and subject to Bankruptcy Court approval.

Unless modified by this SOW, the terms and conditions of the Agreement continue to apply. Capitalized terms used, but not defined in this SOW, have the meanings set forth in the Agreement.

**Engagement Team**

Paul Stroud (Partner) and Howard Rabinowitz (Partner) will lead the E&Y team in providing the Services (as defined below). If either of these individuals ceases to provide tax services to the Company pursuant to the Agreement, E&Y will so advise the Company and, if that person is replaced, provide the Company with the name of that professional's replacement. Other staff and subject matter specialists and/or experts, not identified herein, may be utilized as required to conduct our work in the most efficient manner possible.

**Scope of Services**

E&Y will provide the following tax services (the "Services") under this SOW to Client, contingent upon the Bankruptcy Court's approval of our retention in accordance with the terms and conditions that are set forth in the Agreement (inclusive of this SOW):





- E&Y will prepare amended State and Local tax returns, as required, based on audit settlements with the Internal Revenue Service for prior years.
- E&Y will assist with the preparation of the New York State Investment Tax Credit and Employment Incentive Credit Calculations for the 2007 New York State tax returns, including an analysis of qualified purchases and personnel by location.
- E&Y will prepare required tax returns for the tax year 2008 in various domestic and non-U.S. jurisdictions as identified by Client and agreed by E&Y.

The Services may be modified from time to time by our mutual written agreement and approval by the Bankruptcy Court. In addition, E&Y may subcontract a portion of its responsibilities under this SOW, subject to Bankruptcy Court approval, to foreign E&Y global network firms.

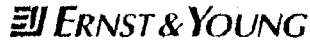
The Internal Revenue Code sets minimum levels of authority that positions on tax returns must have if taxpayers and preparers are to avoid penalties relating to returns reporting the effects of such positions. We prepare tax returns reporting the effects of such positions that, at a minimum, are, in our professional judgment, supported by sufficient authority and that include required disclosures designed so that no person associated with the return should be exposed to penalty for a position taken therein. If we determine, in our professional judgment, that any position on a tax return may not meet the minimum standard for penalty protection, currently "reasonable basis" for federal tax returns, we will inform you of our determination and attempt to resolve the issue in a manner that will enable us to finalize the return rather than terminate the portion of our engagement related to preparing such return.

#### **Out-Of-Scope Services**

Any activities not described as Services, as indicated above under Scope of Services, are not covered by the fees stated herein. These Services will be considered outside the scope of this SOW ("Out-of-Scope Services") and are the responsibility of Client to perform on a timely basis unless otherwise agreed by the parties in writing, and approved by the Bankruptcy Court.

#### **Responsibilities**

Client shall make all management decisions and perform all management functions in connection with the Services under this SOW. E&Y may assist Client in rendering management decisions or carrying out management functions in connection with the Services, including by providing advice, research material or recommendations, but E&Y will not make any such decisions or perform any such functions. In its sole discretion, E&Y may refuse to take any action to the extent it might be construed as a management decision or a management function.



Client accepts responsibility for the results of the Services. Client's approval of any Services shall not constitute a waiver of any of its rights under this SOW. Client further agrees to establish and maintain internal controls in connection with the Services, including monitoring E&Y's performance under this SOW.

Client shall designate an employee possessing the skill, knowledge and/or experience (but not necessarily the experience to perform the Services) to (1) oversee, (2) evaluate the effectiveness of, and (3) approve, the Services.

In addition, to the extent those SEC audit independence restrictions apply to any relationship between Client and E&Y or any other E&Y Entity, Client represents and warrants to E&Y, on and as of the date hereof, that neither Client nor any of its affiliates has agreed, orally or in writing; with any other tax service provider to limit in any way Client's ability to disclose to any person or entity the tax treatment or tax structure of any transaction that is the subject of the Services. Any such agreement with other tax service providers could impair the independence required of an E&Y Entity providing services to Client and neither E&Y nor any other E&Y Entity shall have any liability or responsibility whatsoever to Client in respect of any such agreement or its consequences.

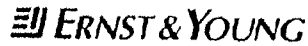
#### **Fees and Expenses**

The Company shall pay E&Y's fees for the Services, which fees are subject to Bankruptcy Court approval and based on the actual time of E&Y professionals expended in performing the Services as adjusted annually on July 1 during the term of the Agreement. The actual time required will depend upon the extent and nature of available information, modifications to the scope of our engagement and other developments that may occur as work progresses. Client shall also pay all applicable taxes incurred in connection with the delivery of the Services or any Advice (except for taxes imposed on E&Y's income). The rates, by level of tax professional, are as follows:

<u>Title</u>	<u>Rate Per Hour</u>
Executive Director/Principal/Partner	\$700 - \$825
Manager/Senior Manager	\$650 - \$725
Staff/Senior	\$160 - \$450

In addition, Client shall reimburse E&Y for direct expenses incurred in connection with the performance of the Services. Direct expenses include reasonable and customary out-of-pocket expenses for items such as travel, meals, accommodations and other expenses specifically related to this engagement.

We will submit an itemized and detailed billing statement and we will request payment of our fees in accordance with the United States Bankruptcy Code, the Federal Rules of Bankruptcy



Procedure and the Local Rules for the United States Bankruptcy Court for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual expenses related to this SOW, as well as fees for any time (including any time or reasonable expenses of legal counsel) we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal regulatory, or other proceeding as a result of our performance of these services. Please note that we may receive volume based rebates from certain vendors (e.g. credit card companies) that are used to reduce overhead charges that would otherwise be passed on to our client.

Any fee estimates for the Services under this SOW assume that Client will timely provide, or cause to be provided, to E&Y all appropriate information and assistance, and that the scope and complexity of such Services are consistent with our prior discussions, as well as the description thereof above. If, during the term of this SOW, E&Y determines that any additional work is necessary, whether at Client's request or because the complexity of the project increases, E&Y will promptly contact Client to discuss any adjustments to the scope of work or E&Y's fees and obtain Bankruptcy Court approval before proceeding.

#### Other Terms

To the fullest extent permitted by applicable law (including, without limitation, for these purposes, the rules and interpretations of the AICPA and the U.S. Securities and Exchange Commission), and except in the case of E&Y's willful misconduct, the total aggregate liability of E&Y to Client (and to any affiliate thereof or any other person or entity for or in respect of which any of the Services are provided) in connection with the performance of the Services shall be limited to the fees actually paid to E&Y in respect of the Services directly relating to and forming the basis of Client's claim, regardless of whether liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise.

Please indicate Client's acceptance of these additional terms and conditions by executing this SOW in the space provided below and return it to Howard Rabinowitz at your earliest convenience.

Thanks again for your selection of our firm.

Very truly yours,

*Ernst & Young LLP*



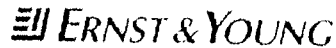
AGREED TO BY:

Lehman Brothers Holdings Inc.

By: \_\_\_\_\_  
Mr. Jeffry Ciongoli

A handwritten signature in black ink, appearing to be 'Jeffrey Ciongoli', written over a horizontal line.

**Exhibit A-6**



Ernst & Young LLP  
55 Hudson Street  
New York, New York 10013-5511  
Tel: 212.774.4000  
www.ey.com

September 15, 2008

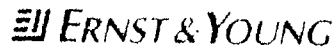
Lehman Brothers Holdings, Inc.  
Attn: David Coles, Chief Financial Officer

Dear Mr. Coles:

This letter agreement (together with all attachments hereto, the "Agreement") sets forth the terms and conditions of the engagement of Ernst & Young LLP ("Ernst & Young" or "E&Y") by Lehman Brothers Holdings, Inc. and its affiliated debtors and debtors in possession (the "Company," "Lehman" or "Debtor") to perform an audit of the Company's financial statements and its internal control over financial reporting (referred to hereinafter as the "Integrated Audit") if required and, on request of the Company, to provide other audit and audit related, attest, and advisory services subsequent to the Company's filing of a Chapter 11 petition in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). All of the services performed or provided by E&Y pursuant to this Agreement are hereinafter referred to as the "Services."

We have agreed to provide such services, contingent upon the Bankruptcy Court approving our retention in accordance with the terms and conditions which are set forth in this Agreement.

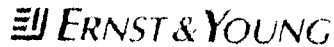
1. If requested by the Company to perform the Integrated Audit, we will audit and report on the consolidated financial statements of the Company for the year ended November 30, 2008 (the "audit of the financial statements"). We also will audit and report on the effectiveness of the Company's internal control over financial reporting as of November 30, 2008 (the "audit of internal control"), if required. In addition, we will review the Company's unaudited interim financial information before the Company files its Form 10-Q as required and we will issue a report to the Audit Committee that provides negative assurance as to conformity with U.S. generally accepted accounting principles. All of the services described in this paragraph are referred to as either the "Audit Service" or "Audit Services."
2. In addition, as and when requested by the Company from time to time during the term hereof, we will provide audit and audit-related, attest, and advisory services. Such services include, but are not limited to, advisory services in connection with various accounting matters, continuing education support; assistance with and review of financial statements and regulatory or other filings; financial statement audits of various Company subsidiaries; and services related to mergers, acquisitions, and divestitures which may, with Lehman consent and Bankruptcy Court approval, be provided by another member of the global



E&Y network or any of their respective affiliates (collectively, the "EYG Entities" and any one of them, an "EYG Entity"). Additionally, as and when requested by the Company, we may (or with Lehman's consent another EYG Entity may) perform additional audit procedures with respect to any financial statements of a consolidated or non-consolidated affiliate of Lehman which are required to be filed with Lehman's annual report on Form 10-K pursuant to Article 3-09 of Regulation S-X of the Securities and Exchange Act of 1934, as amended, or otherwise. We will also provide services to audit the accounts, transactions and disclosures associated with the Company operating under Chapter 11 of the Bankruptcy Code. All of the services described in this paragraph may hereafter be referred to as "Additional Accounting Advisory Services".

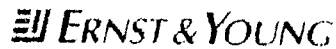
#### **Integrated Audit Responsibilities and Limitations**

3. The objective of our audit of the consolidated financial statements is to express an opinion on whether the consolidated financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles. The objectives of our audit of internal control are to express an opinion on the effectiveness of internal control over financial reporting. Should conditions not now anticipated preclude us from completing either our audit of the financial statements or our audit of internal control and issuing our reports thereon, we will advise the Audit Committee, management and Bankruptcy Court promptly and take such action as we deem appropriate.
4. We will conduct our integrated audit in accordance with the standards of the Public Company Accounting Oversight Board ("the PCAOB"). Those standards require that we obtain reasonable, rather than absolute, assurance that the consolidated financial statements are free of material misstatement, whether caused by error or fraud, and that the Company maintained, in all material respects, effective internal control over financial reporting as of the date specified in management's assessment. As the Company is aware, there are inherent limitations in the audit process, including, for example, selective testing and the possibility that collusion or forgery may preclude the detection of material error, fraud, and illegal acts. Accordingly, there is some risk that a material misstatement of the financial statements or a material weakness in internal control over financial reporting would remain undetected. Also, an audit of the financial statements is not designed to detect error or fraud that is immaterial to the consolidated financial statements. Similarly, an audit of internal control is not designed to detect deficiencies in internal control over financial reporting that, individually or in combination, are less severe than a material weakness.
5. We will consider the Company's internal control over financial reporting in determining the nature, timing, and extent of our audit procedures for the purpose of expressing our opinion on: (1) the consolidated financial statements; and (2) the effectiveness of internal control over financial reporting. Our report on internal control relates to the effectiveness of the Company's internal control taken as a whole, and not to the effectiveness of each individual internal control component.



6. In accordance with the standards of the PCAOB, we will communicate certain matters related to the conduct and results of the audit to the Audit Committee. Such matters include, when applicable, disagreements with management, whether or not resolved; serious difficulties encountered in performing the audit; our level of responsibility under PCAOB auditing standards for the financial statements, for internal control, and for other information in documents containing the audited financial statements; unrecorded audit differences that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements as a whole; changes in the Company's significant accounting policies and methods for accounting for significant unusual transactions or for controversial or emerging areas; our judgments about the quality of the Company's accounting principles; our basis for conclusions as to sensitive accounting estimates; management's consultations, if any, with other accountants; and any material issues discussed with management prior to our retention.
7. In accordance with the rules of the Securities and Exchange Commission (the "SEC") implementing the requirements of Section 204 of the Sarbanes-Oxley Act of 2002, we will communicate to the Audit Committee all critical accounting policies and practices used by the Company, and all alternative treatments within generally accepted accounting principles for policies and practices related to material items that have been discussed with management, including ramifications of the use of such alternative disclosures and treatments along with the treatment preferred by us. We also will advise the Audit Committee of other material written communications between management and us.
8. We will obtain pre-approval to be confirmed in writing from the Audit Committee for any services we are to provide to the Company pursuant to the Audit Committee's pre-approval process, policies, and procedures, including specific pre-approval of internal control-related services. We also will communicate annually with the Audit Committee on independence matters as required by the independence standards of the PCAOB. We will promptly inform the Chair of the Audit Committee and management if the Audit Services are selected for inspection by the PCAOB and also will promptly communicate any information of which we become aware as a result of such inspection that has a material effect on the financial statements previously reported on by us or that could result in a significant modification to an audit report previously issued by us. Upon your request, we will provide the Audit Committee and the Company with a copy of any publicly available inspection reports on E&Y issued by the PCAOB, but we will not provide any confidential inspection reports issued by the PCAOB to E&Y, the confidentiality of which is provided for in the Sarbanes-Oxley Act of 2002 and the PCAOB's inspection rules.
9. If required, we will conduct our audit in accordance with auditing standards generally accepted in the United States and when applicable the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the *Consolidated Audit Guide for Audits of HUD Programs* (the "HUD Guide"). The scope of our audit and the contents of the various financial reports will meet the requirements of the HUD Guide. Those standards require that we obtain reasonable,





rather than absolute, assurance that the consolidated financial statements are free of material misstatement, whether caused by error or fraud. As you are aware, there are inherent limitations in the audit process, including, for example, selective testing and the possibility that collusion or forgery may preclude the detection of material error, fraud, and illegal acts.

10. If we determine that there is evidence that fraud or possible illegal acts may have occurred, we will promptly bring such matters to the attention of an appropriate level of management. If we become aware of fraud involving senior management or fraud (whether by senior management or other employees) that causes a material misstatement of the consolidated financial statements, we will promptly report this matter directly to the Audit Committee. We will inform the Audit Committee of illegal acts that come to our attention unless they are clearly inconsequential. In addition, we will promptly inform the Audit Committee and appropriate members of management of significant audit adjustments noted during our audit procedures.
11. We will communicate in writing to management and the Audit Committee all material weaknesses in internal control over financial reporting that we identify during the course of our integrated audit. The identification of a material weakness that remains uncorrected as of the date of management's assessment will cause us to express an adverse opinion on the effectiveness of the Company's internal control over financial reporting. We will consider whether there are any deficiencies, or combinations of deficiencies, that have been identified during the audit that are significant deficiencies and will communicate such deficiencies, in writing, to the Audit Committee. We also will communicate to management in writing all internal control deficiencies (that is, those deficiencies in internal control over financial reporting that are of a lesser magnitude than material weaknesses or significant deficiencies) identified during the integrated audit and not previously communicated by us or by others, and will inform the Audit Committee when such a communication has been made. In addition, if we conclude that the Audit Committee's oversight of the Company's external financial reporting and internal control over financial reporting is ineffective, we will communicate our conclusion in writing to the Board of Directors.

#### **Reviews of Unaudited Interim Financial Information**

12. Our review of the Company's unaudited interim financial information will be performed in accordance with relevant PCAOB auditing standards.
13. A review of interim financial information consists principally of performing analytical procedures and making inquiries of management responsible for financial and accounting matters. It involves a review of the condensed financial information included in the filing on Form 10-Q and does not include any earlier earnings releases or other such communications. A review is substantially less in scope than an audit conducted in accordance with the standards of the PCAOB, the objective of which is the expression of

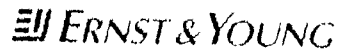


an opinion regarding the financial statements taken as a whole. Accordingly, we will not express an opinion on the interim financial information.

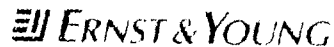
14. A review includes obtaining sufficient knowledge of the entity's business and its internal control as it relates to the preparation of both annual and interim financial information to: identify the types of potential material misstatements in the interim financial information and consider the likelihood of their occurrence; and select the inquiries and analytical procedures that will provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform with U.S. generally accepted accounting principles.
15. A review is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will communicate to the Audit Committee any significant deficiencies noted during our review procedures.
16. If, during our review procedures, we determine that there is evidence that fraud or possible illegal acts may have occurred, we will promptly bring such matters to the attention of the appropriate level of management. If we become aware of fraud involving senior management or fraud (whether caused by senior management or other employees) that causes a material misstatement of the interim financial information, we will promptly report this matter directly to the Audit Committee. We will inform the Audit Committee of illegal acts that come to our attention unless they are clearly inconsequential. We also will inform the Audit Committee and appropriate members of management of significant unrecorded differences noted during our review procedures.

#### **Management's Responsibilities and Representations**

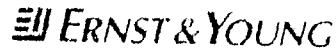
17. The consolidated financial statements, unaudited interim financial information, and management's assessment of the effectiveness of internal control over financial reporting are the responsibility of the Company's management. Management is responsible for establishing and maintaining effective internal control over financial reporting, for properly recording transactions in the accounting records, for safeguarding assets, and for the overall fair presentation of the consolidated financial statements and unaudited interim financial information. Management of the Company also is responsible for the identification of, and for the Company's compliance with, laws and regulations applicable to its activities.
18. Management of the Company is responsible for adjusting the consolidated financial statements and unaudited interim financial information to correct material misstatements and for affirming to us in its representation letter that the effects of any unrecorded differences accumulated by us during the applicable Audit Service and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the consolidated financial statements and unaudited interim financial information taken as a whole.



19. Management of the Company is responsible for apprising us of all allegations involving financial improprieties received by management or the Audit Committee (regardless of the source or form and including, without limitation, allegations by "whistle-blowers"), and for providing us full access to these allegations and any internal investigations of them, on a timely basis. Allegations of financial improprieties include allegations of manipulation of financial results by management or employees, misappropriation of assets by management or employees, intentional circumvention of internal controls, inappropriate influence on related party transactions by related parties, intentionally misleading E&Y, or other allegations of illegal acts or fraud that could result in a misstatement of the financial statements or otherwise affect the financial reporting of the Company. If the Company limits the information otherwise available to us under this paragraph (based on the Company's claims of attorney/client privilege, work product doctrine, or otherwise), the Company will immediately inform us of the fact that certain information is being withheld from us. Any such withholding of information could be considered a restriction on the scope of our Audit Services and may prevent us from opining on the Company's financial statements or internal control over financial reporting; alter the form of report we may issue on such financial statements or internal control over financial reporting; prevent us from consenting to the inclusion of previously issued auditor's reports in future Company filings; or otherwise affect our ability to continue as the Company's independent registered public accounting firm. We will disclose any such withholding of information to the Audit Committee.
20. Management is responsible for performing an evaluation and making an assessment of the effectiveness of the Company's internal control over financial reporting as of the end of the Company's most recent fiscal year, based on a suitable, recognized control framework. In connection with its assessment of internal control over financial reporting, management will affirm to us in its representation letter that it has disclosed to us all significant deficiencies in the design or operation of internal control over financial reporting identified as part of its evaluation, including separately disclosing to us all such deficiencies that management believes to be significant deficiencies or material weaknesses in internal control over financial reporting.
21. As required by PCAOB auditing standards, we will make specific inquiries of management about the representations contained in the consolidated financial statements and unaudited interim financial information and management's assessment of the effectiveness of internal control over financial reporting. Those standards also require that, at the conclusion of the applicable Audit Service, we obtain representation letters from certain members of management about these matters. The responses to those inquiries, the written representations, and the results of our procedures comprise the evidential matter we will rely upon in completing the applicable Audit Service. Management is responsible for providing us with all financial records and related information and making available to us all internal control documentation and records necessary to complete our Audit Services on a timely basis. Management's failure to do so may cause us to delay our report, as applicable, modify our procedures, or even terminate our engagement.



22. Management of the Company agrees to cause all of the Company's foreign subsidiaries and affiliates included in the Company's consolidated financial statements to provide any authorization, to the fullest extent permissible under applicable law, necessary to permit compliance with requests by the SEC or the PCAOB for production of documents or information in a foreign public accounting firm's, associated person's or E&Y's possession, custody or control that was obtained in the conduct of any audit services by such firm or person ("Audit Documents"). In addition, the Company hereby waives, to the fullest extent permissible under applicable law, the rights provided under any laws, regulations, professional standards, or other provisions that might restrict the ability of any foreign public accounting firm, associated person, or E&Y, to comply with requests by the SEC or the PCAOB for production of Audit Documents, and consents, to the fullest extent permissible under applicable law, to action taken in furtherance of the foregoing by any foreign public accounting firm, associated person or E&Y. Notwithstanding any of the foregoing, it is expressly agreed as follows: the Company preserves its right to protect documents and information otherwise subject to attorney-client or other privileges or that constitute attorney work product and/or to protect documents and information for which confidentiality cannot be waived as a matter of law, rule or regulation (such documents and information, collectively, the "Privileged Information"), and the Company does not waive such rights or privileges. The Company does not otherwise waive any rights or privileges it may have with respect to any Privileged Information. If any foreign public accounting firm, associated person, or any EYG Entity receives any request from the SEC or PCAOB calling for the production of any Privileged Information, before producing any such Privileged Information, E&Y will promptly provide (or request in writing that the appropriate foreign public accounting firm or associated person provide) the Company with written notice and, unless prohibited by law, permit the Company an opportunity (at its sole discretion) to promptly seek to secure appropriate relief from the SEC, PCAOB, a court of competent jurisdiction, or any other foreign or domestic authority of competent jurisdiction.
23. Management shall make appropriate inquiries of the Company's officers, directors and substantial stockholders to determine whether any material business relationships (as defined in Regulation S-X) exist between any such officer, director, substantial stockholder or any member of their immediate family (i.e. such person's spouse or dependents) and E&Y or any other member firm of the global Ernst & Young network, other than one pursuant to which E&Y or any other member firm of the global Ernst & Young network performs professional services. For purposes of this paragraph, a "substantial stockholder" is a person or entity (other than mutual funds) that owns a beneficial interest of 5% or more of the Company's common stock.
24. Management shall discuss any independence matters (other than those already identified and disclosed pursuant to paragraph 23 above) with E&Y that, in its judgment, could bear upon E&Y's independence.



25. The Staff of the SEC has publicly stated that auditors and public companies share responsibility for compliance with auditor independence rules. Accordingly, the Company shall provide to EY information about the entities over which the Company has direct or indirect control or significant influence or which otherwise qualify as the "audit client" under Regulation S-X. The Company understands that E&Y will use this information to assess its independence in this engagement. In addition, to facilitate independence determinations, the "Big 4" accounting firms have created a database, called the Global Master File, to aggregate public information identifying the entities associated with their SEC audit clients, as well as information confirmed or provided by clients as to the relationships between such entities. The Company understands that E&Y will submit information to this database solely for the internal use of authorized accounting firms.

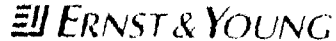
#### **Fees and Billings**

26. Our fees will be based on actual time incurred at hourly rates in effect for the Ernst & Young professionals assigned to provide the category of services set forth in the Agreement; our rates and revised annually, effective July 1, 2008. The actual time required will depend upon the extent and nature of available information, modifications to the scope of our engagement and other developments that may occur as work progresses.

Effective July 1, 2008, those hourly rates are as follows:

<u>Level</u>	<u>Rates</u>
Partners/ Principals/ Executive Directors	\$625 - \$800
Senior Managers/ Managers	\$425 - \$600
Seniors/ Staff	\$160 - \$400

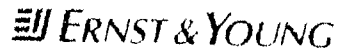
We will request payment of our fees in accordance with the Bankruptcy Code, the Bankruptcy Rules, local bankruptcy rules for the Southern District of New York and any relevant administrative orders. In addition, we will request reimbursement of our actual expenses related to this engagement, as well as fees for any time (including any time or reasonable expenses of legal counsel) we may incur in considering or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceeding as a result of our performance of these services. E&Y receives rebates in connection with certain purchases, which are used to reduce overhead charges that E&Y would otherwise pass on to its clients. E&Y will submit its invoices as the work progresses and payment of them will be made upon receipt, or as quickly as the Bankruptcy Code, the Bankruptcy Rules, local bankruptcy rules for Southern District of New York and any relevant administrative orders allow.



27. In the event we are requested or authorized by the Company or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witness with respect to the Services or this Agreement, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as reasonable attorneys' fees and expenses, incurred in responding to such requests.
28. E&Y acknowledges that payment of its fees and expenses hereunder is subject to (i) the jurisdiction and approval of the Bankruptcy Court under Sections 330 and 331 of the Bankruptcy Code, any order of the Bankruptcy Court approving the retention of E&Y and the U.S. Trustee Guidelines, (ii) any applicable fee and expense guidelines and/or orders and (iii) any requirements governing interim and final fee applications.

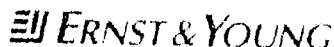
#### **Other Matters**

29. The Company shall not, during the term of the Agreement and for 12 months following its termination for any reason, without the prior consent of E&Y, solicit for employment or a position on its Board of Directors, or hire or appoint to its Board of Directors, any current or former partner, principal, or professional employee of E&Y or any other member firm of the Ernst & Young global network if any such professional performed any audit, review, attest or related service for or relating to the Company at any time (a) since the date on which the Company filed its most recent periodic annual report with the SEC (or, since the beginning of the most recent fiscal year to be covered by the Company's first such report, if applicable) or (b) in the 12 months ended on that date. In any event, the Company may not solicit, hire or appoint to its Board of Directors any such professional who influences E&Y's operations or financial policies or has any capital balances or any other continuing financial arrangement with E&Y.
30. By your signature below, you confirm that the Company, through its Board of Directors, has authorized the Audit Committee to enter into this Agreement with us on the Company's behalf and that you have been expressly authorized by the Audit Committee to execute this Agreement on behalf of, and to bind, the Company.
31. Subject to the provisions of paragraph 22 hereof, in the event that a party (the "Requested Party") is required by law or governmental regulation (by oral questions, interrogatories, requests for information or documents subpoena, civil investigative demand or similar process) to disclose any confidential information the Requested Party shall provide the other party with prompt notice of such request(s), to the extent permitted by applicable law or regulation, so that such party may seek an appropriate protective order and/or waive the Requested Party's compliance with the provisions in this Agreement and will cooperate with such party in protecting the confidential or proprietary nature of the information which must be so disclosed. It is further agreed that if, in the absence of a protective order or the receipt of a waiver hereunder, the Requested Party is nonetheless, in the opinion of its



counsel (who may be its employee), compelled to disclose any confidential information, it may disclose such information without liability hereunder, provided that it shall exercise commercially reasonable efforts to obtain assurance from the recipient that confidential treatment will be accorded such information.

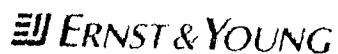
32. Any controversy or claim with respect to, in connection with, arising out of, or in any way related to this Agreement or the services provided hereunder (including any such matter involving any parent, subsidiary, affiliate, successor in interest or agent of the Company or of Ernst & Young) shall be brought in the Bankruptcy Court or the District Court if such District Court withdraws the reference and the parties to this Agreement, and any and all successors and assigns thereof, consent to the jurisdiction and venue of such court as the sole and exclusive forum (unless such court refers jurisdiction or venue of such claims or controversies to another court) for the resolution of such claims, causes of action or lawsuits. The parties to this Agreement, and any and all successors and assigns, if any, thereof, hereby waive trial by jury, such waiver being informed and freely made. If the Bankruptcy Court or the District Court upon withdrawal of the reference does not have or retain jurisdiction over the foregoing claims or controversies, the parties to this Agreement and any and all successors and assigns thereof, agree to submit first to non-binding mediation; and, if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in Attachment I to this letter. Judgment on any arbitration award may be entered in any court having proper jurisdiction. The foregoing is binding upon the Company, Ernst & Young and any and all successors and assigns thereof.
33. The benefits of this Agreement shall inure to the respective successors and assigns of the parties hereto and the obligations and liabilities assumed in this Agreement by the parties hereto shall be binding upon their respective successors and assigns.
34. As set forth herein, the Company has requested that Ernst & Young provide audit and accounting services, the scope of which is set forth in the Agreement. The Company recognizes and acknowledges that by performing the services set forth in the Agreement, Ernst & Young is not acting in any Company management capacity and that the Company has not asked Ernst & Young to make, nor has Ernst & Young agreed to make, any business decisions on behalf of the Company. All decisions about the business or operations of the Company remain the sole responsibility of the Company's management and its board of directors.
35. Any term or provision of this Agreement that is held to be void, invalid or otherwise unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable. This agreement shall be governed by, and



construed in accordance with, the laws of the State of New York applicable to agreements made and fully to be performed therein by residents thereof, without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of other jurisdictions.

36. This Agreement may be terminated at any time by the Company or E&Y upon written notice by the terminating party to the other party, but in any event this Agreement will expire upon the earlier of (i) the completion of the Services or (ii) the effective date of the Company's confirmed plan of reorganization, or liquidation of the Company's assets under Chapter 11 or 7 of Title 11 of the United States Code, or otherwise. If either party terminates this Agreement, in addition to notice to the other party, the terminating party shall provide not less than three (3) days' prior written notice to the Bankruptcy Court, the U.S. Trustee's office, the Creditor's Committee and the Fee Review Committee (if any). The provisions of this Agreement relating to fees and expenses and alternative dispute resolution and the provisions in paragraphs 22, 31, 32 and 37 hereof will remain operative and in full force and effect regardless of any termination or expiration of this Agreement and shall survive completion of the Company's bankruptcy whether through a confirmed plan of reorganization, liquidation of the Company's assets under Chapter 11 or 7 of Title 11 of the United States Code, or otherwise. By agreement to the provision of the Services, E&Y is not providing a guarantee to the Company that E & Y's performance of those services pursuant to the terms and conditions set forth in the Agreement will guarantee the Company's successful reorganization under Chapter 11 of Title 11 of the United States Code.
37. E&Y may subcontract a portion of its responsibilities under this Agreement, subject to Bankruptcy Court approval, without Company's prior written approval to any of the EYG Entities; provided, however, that E&Y shall be and shall remain fully and solely responsible for all of the liabilities and obligations of E&Y under this Agreement, whether or not performed, in whole or part, by E&Y, any other EYG Entity or any subcontractor or personnel of any EYG Entity. The Company shall have no recourse, and shall bring no claim, against any EYG Entity other than E&Y, or against any subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives or employees of any EYG Entity (or any of their respective successors or permitted assigns) or any of their respective assets, with respect to the Services or otherwise under this Agreement; provided, however, that E&Y shall not retain any third party, including an EYG Entity or other subcontractor or agent, to participate in the provision of the Services that has not agreed to waive any claims that it may otherwise have against Company with respect to the Services; and provided, further, that nothing contained in this paragraph shall prohibit the Company from asserting any claims or counterclaims in response to any disputes or claims asserted against the Company (with respect to the Services or otherwise) by any EYG Entity, or any subcontractors, members, shareholders, directors, officers, managers, partners, agents, representatives or employees of any EYG Entity (or any of their respective successors or permitted assigns).





If these arrangements are acceptable, please sign one copy of this agreement and return it to us.

We very much appreciate the opportunity to serve as Lehman Corporation's independent registered public accounting firm and would be pleased to furnish any additional information you may request concerning our responsibilities and functions.

Yours very truly,

*Ernst & Young LLP*

AGREED TO AND ACCEPTED BY:  
Lehman Brothers Holdings Inc.

By: *D. J. Coles*

Mr. David Coles  
Chief Financial Officer

Date: 12/11/2008



## **ATTACHMENT I**

### **Dispute Resolution Procedures**

#### **Mediation**

A party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director or substantial equity owner of any E&Y audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

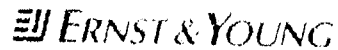
Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration. In addition, if a party initiates litigation, arbitration, or other binding dispute resolution process without initiating mediation, or before the mediation process has terminated, an opposing party may deem the mediation requirement to have been waived and may proceed with arbitration.

#### **Arbitration**

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the parties may designate by mutual agreement; provided, however, that any such rules and procedures shall (1) not serve to limit the liability of the parties, (2) apply equally to all parties, and (3) provide a fair process (e.g., neutral decision-makers and appropriate hearing procedures). In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, validity or enforceability of any of these procedures, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator shall be appointed unless he or she has agreed in



writing to abide and be bound by these procedures and has confirmed in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director or substantial equity owner of any E&Y audit client

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction.

Discovery shall be permitted in connection with the arbitration only in accordance with the Rules.

All aspects of the arbitration shall be treated as confidential. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only as provided in the Rules, to the extent required by law, or as the other parties, in good faith, shall agree. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, and to the extent such disclosure is necessary to comply with applicable law, regulatory requirements or professional standards, the disclosing party shall at the minimum comply with the requirements of paragraph 31 of the Agreement.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

**Exhibit B**

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors	Lehman Brothers Holdings Inc.			x
Debtors	LB 745 LLC	x		
Debtors	PAMI Staller Arms LLC	x		
Debtors	Lehman Brothers Commodity Services Inc.	x		
Debtors	Lehman Brothers Finance SA		x	
Debtors	Lehman Brothers Special Financing Inc.	x		
Debtors	Lehman Brothers OTC Derivatives Inc.		x	
Debtors	Lehman Brothers Derivatives Products Inc.		x	
Debtors	Lehman Brothers Commercial Paper Inc.		x	
Debtors	Lehman Brothers Commercial Corporation	x		
Debtors	Lehman Brothers Financial Products Inc.		x	
Debtors	Fundo De Investimento Multimercado			
Debtors	Credito Privado Navigator Investimento No Exterior	x		
Debtors	Lehman Scottish Finance L.P.	x		
Debtors	CES Aviation LLC	x		
Debtors	CES Aviation V LLC	x		
Debtors	CES Aviation IX LLC	x		
Debtors	East Dover Limited	x		
Debtors Attorneys	Akerman Senterfitt	x		
Debtors Attorneys	Allen & Overy LLP		x	
Debtors Attorneys	Andrews & Kurth LLP	x		
Debtors Attorneys	Baker & McKenzie LLP			x
Debtors Attorneys	Ballard Spahr Anders & Ingersoll, LLP	x		
Debtors Attorneys	Benesch, Fiedlander, Coplan & Arnoff LLP			x
Debtors Attorneys	Blake Cassels & Graydon LLP		x	
Debtors Attorneys	Bloom Murr & Accomazzo, P.C.	x		
Debtors Attorneys	Brand Law Group, PC	x		
Debtors Attorneys	Burns, White & Hickton	x		
Debtors Attorneys	Cadwalader, Wickersham & Taft LLP	x		
Debtors Attorneys	Carrington, Coleman, Sloman & Blumenthal, L.L.P.	x		
Debtors Attorneys	Cederquist	x		
Debtors Attorneys	Click & Null, P.C.	x		
Debtors Attorneys	Conway and Mrowiec	x		
Debtors Attorneys	Cox Castle Nicholson	x		
Debtors Attorneys	Davies Ward Phillips & Vineberg			x
Debtors Attorneys	Dechert LLP	x		
Debtors Attorneys	Dorsey & Whitney LLP		x	
Debtors Attorneys	Eisenstein Malanchuk LLP	x		
Debtors Attorneys	Foster, Graham, Milstein & Callisher, LLP	x		
Debtors Attorneys	Freshfields Bruckhaus Deringer		x	
Debtors Attorneys	Glanni, Orizoni, Grippo & Partners	x		
Debtors Attorneys	Gibson, Dunn & Crutcher LLP			x
Debtors Attorneys	Hahn Loeser & Parks LLP		x	
Debtors Attorneys	HBN Law	x		
Debtors Attorneys	Heller Ehrman LLP			x
Debtors Attorneys	Herbert Smith Ltd.	x		
Debtors Attorneys	Hogan & Hartson		x	
Debtors Attorneys	Houser & Allison, APC	x		
Debtors Attorneys	Hunton & Williams LLP			x
Debtors Attorneys	Jeffer, Mangels, Butler & Marmaro	x		
Debtors Attorneys	Jones Day			x
Debtors Attorneys	Kepley Brocius & Biggs	x		
Debtors Attorneys	Kieyr Grasso Associates	x		
Debtors Attorneys	Kramer Levin Naftalis & Frankel LLP		x	
Debtors Attorneys	Kneg Devault LLP	x		
Debtors Attorneys	L.B. Smithplein 3	x		
Debtors Attorneys	Latham & Watkins, LLP			x
Debtors Attorneys	Lewis and Roca LLP		x	
Debtors Attorneys	LS Horizon Ltd.	x		
Debtors Attorneys	McKenna Long & Aldridge LLP	x		
Debtors Attorneys	Menter, Rudin & Trivelpiece, P.C.	x		
Debtors Attorneys	Miller Canfield Paddock Stone		x	
Debtors Attorneys	Morrison & Foerster LLP		x	
Debtors Attorneys	NBP Clems	x		
Debtors Attorneys	Oh-Ebashi LPC & Partners	x		
Debtors Attorneys	Paul, Hastings, Janofsky & Walker LLP	x		
Debtors Attorneys	Paul, Weiss, Rifkind, Wharton & Garrison LLP	x		
Debtors Attorneys	Pile Duncan	x		
Debtors Attorneys	Procket Jones & Elliott, P.A.	x		
Debtors Attorneys	Reilly Pozner & Connelly LLP	x		
Debtors Attorneys	Schulte, Roth & Zabel LLP		x	
Debtors Attorneys	Sidley Austin			x
Debtors Attorneys	Sills Cummis & Gross P.C.			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Attorneys	Sills Cummis Epstein & Gross P.C.			x
Debtors Attorneys	Simpson Thacher & Bartlett LLP		x	
Debtors Attorneys	Skadden, Arps, Slate, Meagher & Flom LLP			x
Debtors Attorneys	Snell & Wilmer	x		
Debtors Attorneys	Sonnenschein Nath & Rosenthal			x
Debtors Attorneys	Squire, Sanders & Dempsey L.L.P.			x
Debtors Attorneys	Stroock, Stroock & Lavan	x		
Debtors Attorneys	Thacher Proffitt & Wood LLP		x	
Debtors Attorneys	Tompkins, McGuire, Wachenfeld & Barry LLP	x		
Debtors Attorneys	Trenham, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis	x		
Debtors Attorneys	Weil Gotshal & Manges LLP			x
Debtors Attorneys	White & Case			x
Debtors Attorneys	Willkie Farr & Gallagher LLP		x	
Debtors Attorneys	Windels Marx Lane & Mittenfior, LLP	x		
Debtors Attorneys	Woodbury & Santiago, P.A.	x		
Debtors Other Professionals	DLA Piper			x
Debtors Other Professionals	Herrick & Feinstein			x
Debtors Other Professionals	McKee Nelson			x
Debtors Other Professionals	Mercer March & McLennan Companies	x		
Debtors Other Professionals	Mitsui Company	x		
Debtors Other Professionals	MM Arizona Holdings LLC	x		
Debtors Other Professionals	MMOR Consulting	x		
Debtors Other Professionals	PricewaterhouseCoopers	x		
Debtors Affiliates	314 Commonwealth Ave. Inc.	x		
Debtors Affiliates	737 Portfolio Services LLC	x		
Debtors Affiliates	737 Portfolio Trust	x		
Debtors Affiliates	Aegis Finance LLC		x	
Debtors Affiliates	Alnwick Investments (UK) Limited	x		
Debtors Affiliates	Alnwick Investments (UK) Ltd.	x		
Debtors Affiliates	Alnwick Investments (UK) Ltd. Kingdom	x		
Debtors Affiliates	AlphaTrack Investment Series, SPC			x
Debtors Affiliates	Appalachian Asset Management Corp.	x		
Debtors Affiliates	Area Assignor Corp. (dissolved)	x		
Debtors Affiliates	Area Depository Corporation (dissolved)	x		
Debtors Affiliates	Area GP Corporation	x		
Debtors Affiliates	Aristos LLC	x		
Debtors Affiliates	ARS Holdings I LLC	x		
Debtors Affiliates	ASB L.L.C.	x		
Debtors Affiliates	Aurora Loan Services LLC		x	
Debtors Affiliates	Ballyunion Investments No. 2 Ltd.	x		
Debtors Affiliates	Ballyunion Investments No. 3 Ltd.	x		
Debtors Affiliates	Ballyunion Investments No. Ltd.	x		
Debtors Affiliates	Ballyunion Partnership	x		
Debtors Affiliates	Bamburgh Investments (UK) Ltd.	x		
Debtors Affiliates	Banque Lehman Brothers S.A.	x		
Debtors Affiliates	Bixen Limited	x		
Debtors Affiliates	BK I Realty Inc. (dissolved)	x		
Debtors Affiliates	BK II Properties Inc.	x		
Debtors Affiliates	BK III Properties Inc.	x		
Debtors Affiliates	Blixen U.S.A.	x		
Debtors Affiliates	Blue Jay Realty Corporation	x		
Debtors Affiliates	Blue Way Finance Corporation U.A.	x		
Debtors Affiliates	BNC Holdings Inc.		x	
Debtors Affiliates	Brasstown Entrada I SCA		x	
Debtors Affiliates	Brasstown LLC		x	
Debtors Affiliates	Brasstown Mansfield I SCA		x	
Debtors Affiliates	Bromley LLC	x		
Debtors Affiliates	Brookson Corp.	x		
Debtors Affiliates	Brookwood Energy & Properties Inc.	x		
Debtors Affiliates	Canope Credit Corp.	x		
Debtors Affiliates	Capital Analytics II, LP	x		
Debtors Affiliates	Capital Group Opportunistic Fund (3)			x
Debtors Affiliates	Capstone Mortgage Services Ltd.	x		
Debtors Affiliates	Central Funding (Concord) Corporation (dissolved)	x		
Debtors Affiliates	CIMT Limited	x		
Debtors Affiliates	Clarks Summit I, LLC	x		
Debtors Affiliates	Clarks Summit II, LLC	x		
Debtors Affiliates	Cohort Investments Limited	x		
Debtors Affiliates	Commonwealth Ave. Inc.	x		
Debtors Affiliates	CP1 Real Estate Services Inc.	x		
Debtors Affiliates	CP4 Real Estate Services Inc. (dissolved)	x		
Debtors Affiliates	Dimont Corporation	x		
Debtors Affiliates	DL Mortgage Corp.	x		
Debtors Affiliates	DRA Management, Inc. (dissolved)	x		
Debtors Affiliates	Dynamo Investments Ltd.	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Eagle Energy Management, LLC	x		
Debtors Affiliates	Eagle Energy Partners I L.P.	x		
Debtors Affiliates	Edibrook Corp.	x		
Debtors Affiliates	EHP/GP Inc. (dissolved)	x		
Debtors Affiliates	Eldon Street Holdings Limited	x		
Debtors Affiliates	ELQ Holdings B.V.	x		
Debtors Affiliates	ELQ Hypothek N.V.	x		
Debtors Affiliates	Enhanced Cash Portfolio (master)			x
Debtors Affiliates	Enhanced Intermediate Government Credit			
Debtors Affiliates	Collective Trust Fund	x		
Debtors Affiliates	Entrada II Sari		x	
Debtors Affiliates	Equipment Management Inc.	x		
Debtors Affiliates	Equity Strategies Loans LLC	x		
Debtors Affiliates	Equity Strategy Loans LLC	x		
Debtors Affiliates	Erin Asset	x		
Debtors Affiliates	e-Valuate, LP	x		
Debtors Affiliates	Executive Monetary Management, Inc.	x		
Debtors Affiliates	Falcon Holdings I LLC	x		
Debtors Affiliates	Falcon Holdings II Inc.	x		
Debtors Affiliates	Falcon Investor I-X Inc.	x		
Debtors Affiliates	Falcon LB Sari	x		
Debtors Affiliates	First Ward Properties Inc.	x		
Debtors Affiliates	Flight Sim I LLC	x		
Debtors Affiliates	Flight Sim II LLC	x		
Debtors Affiliates	Flight Sim III LLC	x		
Debtors Affiliates	Flight Sim IV LLC	x		
Debtors Affiliates	Flight Sim V Inc.	x		
Debtors Affiliates	FRAH Special Services Inc.	x		
Debtors Affiliates	Furno & Del Castano Capital Partners LLP	x		
Debtors Affiliates	GA Dekalb Inc.	x		
Debtors Affiliates	Gainsborough Investments BV	x		
Debtors Affiliates	GKI Korea Development Limited	x		
Debtors Affiliates	Global Korea Investments Ltd.	x		
Debtors Affiliates	Global Principal Strategies Loans Inc.	x		
Debtors Affiliates	Global Thai Property Fund	x		
Debtors Affiliates	GRA Finance Corporation Ltd.	x		
Debtors Affiliates	Growth Partners Inc. (dissolved)	x		
Debtors Affiliates	Hills Funding One, Ltd.	x		
Debtors Affiliates	Hydrocarbon Capital II LLC	x		
Debtors Affiliates	IL Lombard Inc. (dissolved)	x		
Debtors Affiliates	Institutional Liquidity Trust (3/31)			x
Debtors Affiliates	Ivanhoe Lane Pty Limited		x	
Debtors Affiliates	Jet Aircraft Leasing Inc. (dissolved)	x		
Debtors Affiliates	Jet Partners, LLC	x		
Debtors Affiliates	JFM Aviation Once LLC	x		
Debtors Affiliates	Kayenta L.P.	x		
Debtors Affiliates	Kenilworth Investments 1 Ltd	x		
Debtors Affiliates	Kenilworth Investments 2 Ltd	x		
Debtors Affiliates	Kenilworth Investments Ltd	x		
Debtors Affiliates	KM-I Real Estate Company VII (sold)	x		
Debtors Affiliates	L.B.C. YK	x		
Debtors Affiliates	L.B.C. YK Hearn Street Holdings Limited	x		
Debtors Affiliates	Laminar Holdings LLC	x		
Debtors Affiliates	LB 745 Leaseco I LLC	x		
Debtors Affiliates	LB Alberta Holdings Inc.	x		
Debtors Affiliates	LB Alpha Finance Cayman Limited	x		
Debtors Affiliates	LB Asia Issuance Company Ltd.	x		
Debtors Affiliates	LB Asset Management Ltd.	x		
Debtors Affiliates	LB Australia and Asia Investments Limited	x		
Debtors Affiliates	LB Beta Finance Cayman Limited	x		
Debtors Affiliates	LB Capital Investments 2 Ltd	x		
Debtors Affiliates	LB Capital Investments Ltd	x		
Debtors Affiliates	LB Delta (Cayman) No 1 Ltd	x		
Debtors Affiliates	LB Delta (Cayman) No Ltd.	x		
Debtors Affiliates	LB Delta Funding	x		
Debtors Affiliates	LB GPS Lightfoot L.L.C.	x		
Debtors Affiliates	LB Holdings Intermediate 1 Ltd.	x		
Debtors Affiliates	LB Holdings Intermediate 2 Ltd.	x		
Debtors Affiliates	LB Holdings Intermediate 2 Ltd LB I Group Inc	x		
Debtors Affiliates	LB Holdings Intermediate Ltd	x		
Debtors Affiliates	LB I Group Inc.	x		
Debtors Affiliates	LB India Holdings Cayman I Limited	x		
Debtors Affiliates	LB India Holdings Cayman II Limited	x		
Debtors Affiliates	LB India Holdings Mauritius I Limited	x		
Debtors Affiliates	LB India Holdings Mauritius II Limited	x		
Debtors Affiliates	LB India Holdings Mauritius III Limited	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	LB Investment Corp. Inc.	x		
Debtors Affiliates	LB Investment Holding Company Limited (dissolved)	x		
Debtors Affiliates	LB Investments (UK) Limited	x		
Debtors Affiliates	LB Lease & Finance No. 1 Ltd.	x		
Debtors Affiliates	LB Lease & Finance No. 1 Ltd.	x		
Debtors Affiliates	LB Leaseco I	x		
Debtors Affiliates	LB Leasing Inc.	x		
Debtors Affiliates	LB LLC	x		
Debtors Affiliates	LB Lomond Investments Limited	x		
Debtors Affiliates	LB Maritim Investor GmbH	x		
Debtors Affiliates	LB Memphis Brownstone LLC	x		
Debtors Affiliates	LB Military Housing LLC	x		
Debtors Affiliates	LB Note Corp.	x		
Debtors Affiliates	LB Ohana, LLC	x		
Debtors Affiliates	LB Russia Holdings Inc.	x		
Debtors Affiliates	LB Russia Holdings LLC	x		
Debtors Affiliates	LB SF No. 1 Ltd.	x		
Debtors Affiliates	LB SF No. Ltd.	x		
Debtors Affiliates	LB Skypower Inc.	x		
Debtors Affiliates	LB SPV SCA	x		
Debtors Affiliates	LB Trade Corp.	x		
Debtors Affiliates	LB UK Financing Limited	x		
Debtors Affiliates	LB UK RE Holdings Ltd.	x		
Debtors Affiliates	LB Vin Co Inc.	x		
Debtors Affiliates	LB3 GmbH	x		
Debtors Affiliates	LBA Funding (Cayman) Limited	x		
Debtors Affiliates	LBAC Holdings I Inc.	x		
Debtors Affiliates	LBASC LLC	x		
Debtors Affiliates	LBCCA Holdings I Inc.	x		
Debtors Affiliates	LBCCA Holdings I LLC	x		
Debtors Affiliates	LBCCA Holdings II Inc.	x		
Debtors Affiliates	LBCCA Holdings II LLC	x		
Debtors Affiliates	LBHK Funding (Cayman) No. 1 Ltd.	x		
Debtors Affiliates	LBHK Funding (Cayman) No. 2 Ltd.	x		
Debtors Affiliates	LBHK Funding (Cayman) No. 4 Ltd.	x		
Debtors Affiliates	LBHK Funding (Cayman) No. Ltd.	x		
Debtors Affiliates	LB-NL Holdings (Cayman) Limited	x		
Debtors Affiliates	LB-NL Holdings I Inc.	x		
Debtors Affiliates	LB-NL Holdings L.P.	x		
Debtors Affiliates	LB-NL U.S. Investor Inc.	x		
Debtors Affiliates	LBO Funding (Cayman) Limited	x		
Debtors Affiliates	LBO Investments Limited	x		
Debtors Affiliates	LBQ Funding (UK)	x		
Debtors Affiliates	LBQ Hong Kong Funding Ltd.	x		
Debtors Affiliates	LBQ Hong Kong Services Limited	x		
Debtors Affiliates	LBS Holdings SARL	x		
Debtors Affiliates	LCP LTU LLC	x		
Debtors Affiliates	LCPI Properties Inc.	x		
Debtors Affiliates	Leesburg ACG LLC	x		
Debtors Affiliates	Lehman (Cayman Islands) Ltd.	x		
Debtors Affiliates	Lehman ABS Corporation		x	
Debtors Affiliates	Lehman Aircraft Securitization Holdings LLC	x		
Debtors Affiliates	Lehman ALI Inc.	x		
Debtors Affiliates	Lehman Asset Backed Caps Inc.	x		
Debtors Affiliates	Lehman Brothers (Israel) Inc.	x		
Debtors Affiliates	Lehman Brothers (Luxembourg) S.A.	x		
Debtors Affiliates	Lehman Brothers (PTG) Limited	x		
Debtors Affiliates	Lehman Brothers (Spain) S.A.	x		
Debtors Affiliates	Lehman Brothers 1999 Venture GP Partnership L.P.	x		
Debtors Affiliates	Lehman Brothers 1999 Venture Managers' Partnership L.P.	x		
Debtors Affiliates	Lehman Brothers ABS Enhanced LIBOR Fund			x
Debtors Affiliates	Lehman Brothers ABS Enhanced LIBOR, Ltd.			x
Debtors Affiliates	Lehman Brothers Advisor Series Global Equity L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series Global Equity Ltd.			x
Debtors Affiliates	Lehman Brothers Advisor Series Global Equity Master Fund L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Core Equity L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Core Equity Ltd.			x



Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Lehman Brothers Advisor Series International Core Equity Master Fund L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Growth Equity Fund LP			x
Debtors Affiliates	Lehman Brothers Advisor Series International Growth Equity L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Growth Equity Ltd.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Growth Equity Master Fund L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Growth Equity Master Fund LP			x
Debtors Affiliates	Lehman Brothers Advisor Series International Value Equity II L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Value Equity II Ltd.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Value Equity L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Value Equity Ltd.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Value Equity Master Fund II L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series International Value Equity Master Fund L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series Multi-Manager International Equity L.P.			x
Debtors Affiliates	Lehman Brothers Advisor Series Multi-Manager International Equity Ltd.			x
Debtors Affiliates	Lehman Brothers AIM Holding II LLC	x		
Debtors Affiliates	Lehman Brothers AIM Holding III LLC	x		
Debtors Affiliates	Lehman Brothers AIM Holding LLC	x		
Debtors Affiliates	Lehman Brothers AK Permanent Fund, L.P.			x
Debtors Affiliates	Lehman Brothers All Caps Alpha Fund L.P.			x
Debtors Affiliates	Lehman Brothers All Caps Alpha Master Fund Ltd.			x
Debtors Affiliates	Lehman Brothers Alpha Fund Plc			x
Debtors Affiliates	Lehman Brothers Alpha Transport Fund			x
Debtors Affiliates	Lehman Brothers Alternative Asset Allocation Master Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers Alternative Asset Allocation Offshore Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers Alternative Investment Management LLC	x		
Debtors Affiliates	Lehman Brothers Argentina S.A.	x		
Debtors Affiliates	Lehman Brothers Asia Capital Company	x		
Debtors Affiliates	Lehman Brothers Asia Capital Company Kong	x		
Debtors Affiliates	Lehman Brothers Asia Holdings Limited	x		
Debtors Affiliates	Lehman Brothers Asia Limited	x		
Debtors Affiliates	Lehman Brothers Asia Long/Short Element Fund, L.P.			x
Debtors Affiliates	Lehman Brothers Asia Long/Short Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers Asia Long/Short Master Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers Asia Multi-Strategy Fund, Ltd.			x
Debtors Affiliates	Lehman Brothers Asia Multi-Strategy Master Fund, Ltd.			x
Debtors Affiliates	Lehman Brothers Asia Pacific (Singapore) PTE. Ltd.	x		
Debtors Affiliates	Lehman Brothers Asset (Management) Ireland Limited			x
Debtors Affiliates	Lehman Brothers Asset Management (Europe) Ltd.	x		
Debtors Affiliates	Lehman Brothers Asset Management Asia, Inc. (dissolved)	x		
Debtors Affiliates	Lehman Brothers Asset Management France	x		
Debtors Affiliates	Lehman Brothers Asset Management Inc.	x		
Debtors Affiliates	Lehman Brothers Asset Management, LLC	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Lehman Brothers Asset Securitization LLC	x		
Debtors Affiliates	Lehman Brothers Australia Granica PTY Limited	x		
Debtors Affiliates	Lehman Brothers Australia Holdings PTY Limited.	x		
Debtors Affiliates	Lehman Brothers Australia Limited	x		
Debtors Affiliates	Lehman Brothers Balanced Fund			x
Debtors Affiliates	Lehman Brothers Bancorp Inc.	x		
Debtors Affiliates	Lehman Brothers Bancorp UK Holdings Limited	x		
Debtors Affiliates	Lehman Brothers Bank, FSB			x
Debtors Affiliates	Lehman Brothers Bankhaus Aktiengesellschaft	x		
Debtors Affiliates	Lehman Brothers Canada Inc.		x	
Debtors Affiliates	Lehman Brothers Capital GmbH, Co	x		
Debtors Affiliates	Lehman Brothers Capital Partners I, L.P.	x		
Debtors Affiliates	Lehman Brothers Capital Partners II, L.P.	x		
Debtors Affiliates	Lehman Brothers Capital Partners IV, L.P.	x		
Debtors Affiliates	Lehman Brothers Capital Private Limited	x		
Debtors Affiliates	Lehman Brothers CDO 2003 L.P.	x		
Debtors Affiliates	Lehman Brothers CDO Associates (Cayman), Ltd.	x		
Debtors Affiliates	Lehman Brothers CDO Associates 2003 L.P.	x		
Debtors Affiliates	Lehman Brothers CDO Associates 2004 L.P.	x		
Debtors Affiliates	Lehman Brothers CDO Opportunity Partners 2004-2, L.P.	x		
Debtors Affiliates	Lehman Brothers Co-Investment Associates LLC	x		
Debtors Affiliates	Lehman Brothers Collective Trusts			x
Debtors Affiliates	Lehman Brothers Commercial Bank			x
Debtors Affiliates	Lehman Brothers Commercial Corporation Asia Limited	x		
Debtors Affiliates	Lehman Brothers Commercial Mortgage K.K.	x		
Debtors Affiliates	Lehman Brothers Communications Partnership			x
Debtors Affiliates	Lehman Brothers de Chile, S.A. (dissolved)	x		
Debtors Affiliates	Lehman Brothers de Venezuela C.A. (Inactive)	x		
Debtors Affiliates	Lehman Brothers Derivative Fiance LLC	x		
Debtors Affiliates	Lehman Brothers Directional Opportunities Fund, L.P.			x
Debtors Affiliates	Lehman Brothers Directional Opportunities Master Fund LLC			x
Debtors Affiliates	Lehman Brothers Diversified Arbitrage Fund (Int) Plc			x
Debtors Affiliates	Lehman Brothers Diversified Arbitrage Fund II, L.P.			x
Debtors Affiliates	Lehman Brothers Diversified Arbitrage Fund, L.P.			x
Debtors Affiliates	Lehman Brothers Diversified Arbitrage Master Fund LLC			x
Debtors Affiliates	Lehman Brothers Diversified Arbitrage Pension Fund, Ltd.			x
Debtors Affiliates	Lehman Brothers Diversified Private Equity Fund 2004, L.P.	x		
Debtors Affiliates	Lehman Brothers do Brasil Ltda	x		
Debtors Affiliates	Lehman Brothers Dual Strategies Fund, L.P.			x
Debtors Affiliates	Lehman Brothers Energy Canada, ULC	x		
Debtors Affiliates	Lehman Brothers Enhanced Cash Fund			x
Debtors Affiliates	Lehman Brothers Equity Finance (Cayman) Limited	x		
Debtors Affiliates	Lehman Brothers Europe Inc.	x		
Debtors Affiliates	Lehman Brothers Europe Limited	x		
Debtors Affiliates	Lehman Brothers Europe Long/Short Element Fund, L.P.			x
Debtors Affiliates	Lehman Brothers European Mezzanine 2002 Associates L.P.	x		
Debtors Affiliates	Lehman Brothers European Mezzanine 2002 L.P.	x		
Debtors Affiliates	Lehman Brothers European Venture Capital Associates L.P.	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Lehman Brothers European Venture Capital L.P.	x		
Debtors Affiliates	Lehman Brothers Finance (Japan) Inc.	x		
Debtors Affiliates	Lehman Brothers First Trust Income Opportunity Fund			x
Debtors Affiliates	Lehman Brothers Fixed Income Securities Private Limited	x		
Debtors Affiliates	Lehman Brothers Fund of Funds Associates L.P.	x		
Debtors Affiliates	Lehman Brothers Fund of Funds L.P.	x		
Debtors Affiliates	Lehman Brothers Futures Asia Limited	x		
Debtors Affiliates	Lehman Brothers Futures Asset Management Corp.	x		
Debtors Affiliates	Lehman Brothers G+ Commodities Fund, L.P.	x		
Debtors Affiliates	Lehman Brothers G+ Commodities Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers G+ Commodities Master Fund, L.P.	x		
Debtors Affiliates	Lehman Brothers Global Asset Management K.K. (liquidated)	x		
Debtors Affiliates	Lehman Brothers Global Diversity Fund			x
Debtors Affiliates	Lehman Brothers Global Investments LLC	x		
Debtors Affiliates	Lehman Brothers Healthcare Venture Capital Associates L.P.	x		
Debtors Affiliates	Lehman Brothers Healthcare Venture Capital L.P.	x		
Debtors Affiliates	Lehman Brothers High Income Bond Fund	x		
Debtors Affiliates	Lehman Brothers Holdings Capital Trust IV	x		
Debtors Affiliates	Lehman Brothers Holdings International Inc.	x		
Debtors Affiliates	Lehman Brothers Holdings Japan Inc.	x		
Debtors Affiliates	Lehman Brothers Holdings Plc	x		
Debtors Affiliates	Lehman Brothers Holdings Scottish LP	x		
Debtors Affiliates	Lehman Brothers Holdings Scottish LP 2	x		
Debtors Affiliates	Lehman Brothers Holdings Scottish LP 3	x		
Debtors Affiliates	Lehman Brothers Hy Opportunities Inc.	x		
Debtors Affiliates	Lehman Brothers Hy Opportunities Korea Inc.	x		
Debtors Affiliates	Lehman Brothers Hy Opportunities Korea Inc.	x		
Debtors Affiliates	Lehman Brothers Inc.		x	
Debtors Affiliates	Lehman Brothers Income Funds	x		
Debtors Affiliates	Lehman Brothers Institutional Liquidity Cash Management Funds	x		
Debtors Affiliates	Lehman Brothers Institutional Liquidity Series			x
Debtors Affiliates	Lehman Brothers Insurance Agency L.L.C.	x		
Debtors Affiliates	Lehman Brothers International (Europe)	x		
Debtors Affiliates	Lehman Brothers International Services, Inc.	x		
Debtors Affiliates	Lehman Brothers International Value Equity Fund L.P.	x		
Debtors Affiliates	Lehman Brothers International Value Equity Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers International Value Equity Master Fund L.P.	x		
Debtors Affiliates	Lehman Brothers Investment Holding Company Inc.	x		
Debtors Affiliates	Lehman Brothers Investment Korea Inc.	x		
Debtors Affiliates	Lehman Brothers Investment Management Asia Limited	x		
Debtors Affiliates	Lehman Brothers Investments PTE Ltd.	x		
Debtors Affiliates	Lehman Brothers Japan Inc.	x		
Debtors Affiliates	Lehman Brothers Large Cap Equity Long-Short Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers Large Cap Equity Long-Short Master Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers LBO Inc.	x		
Debtors Affiliates	Lehman Brothers Limited	x		
Debtors Affiliates	Lehman Brothers Liquidity Fund Plc			x
Debtors Affiliates	Lehman Brothers Long/Short Fund II, L.P.	x		
Debtors Affiliates	Lehman Brothers Long/Short Fund, L.P.	x		
Debtors Affiliates	Lehman Brothers Long/Short Master Fund, LLC	x		
Debtors Affiliates	Lehman Brothers Luxembourg Investments Sarl	x		
Debtors Affiliates	Lehman Brothers Management LLC	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Lehman Brothers Master Funds			x
Debtors Affiliates	Lehman Brothers MBG Associates III L.L.C.	x		
Debtors Affiliates	Lehman Brothers MBG Associates L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Capital Partners 1998 (C) LP	x		
Debtors Affiliates	Lehman Brothers MBG Finders 1999 (A) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Finders 1999 (B) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Finders 2000 (B) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Partners 1997 (A) L.P. (dissolved)	x		
Debtors Affiliates	Lehman Brothers MBG Partners 1997 (B) L.P. (dissolved)	x		
Debtors Affiliates	Lehman Brothers MBG Partners 1998 (A) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Partners 1998 (B) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Partners 1998 (C) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Partners 1999 (A) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Partners 1999 (B) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Partners 1999 (C) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Partners L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Venture Capital Partners 1997	x		
Debtors Affiliates	Lehman Brothers MBG Venture Capital Partners 1998 (A) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Venture Capital Partners 1998 (B) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Venture Capital Partners 1998 (C) L.P.	x		
Debtors Affiliates	Lehman Brothers MBG Venture Capital Partners 1998 (D) L.P.	x		
Debtors Affiliates	Lehman Brothers MLP Associates, L.P.	x		
Debtors Affiliates	Lehman Brothers MLP Partners, L.P.	x		
Debtors Affiliates	Lehman Brothers Mortgage Opportunity Fund (Cayman) Ltd.	x		
Debtors Affiliates	Lehman Brothers Mortgage Opportunity Fund (Onshore) L.P.	x		
Debtors Affiliates	Lehman Brothers Mortgage Opportunity Fund Ltd.	x		
Debtors Affiliates	Lehman Brothers Mrykon Fund	x		
Debtors Affiliates	Lehman Brothers Mrykon Master Fund			x
Debtors Affiliates	Lehman Brothers Multi-Cap Long/Short Fund, L.P.	x		
Debtors Affiliates	Lehman Brothers Multi-Cap Long/Short Master Fund, L.P.	x		
Debtors Affiliates	Lehman Brothers Municipal Enhanced Cash Fund, LLC			x
Debtors Affiliates	Lehman Brothers Municipal Securities Trust	x		
Debtors Affiliates	Lehman Brothers Municipal Money Fund			x
Debtors Affiliates	Lehman Brothers National Municipal Money Fund			x
Debtors Affiliates	Lehman Brothers Offshore Directional Opportunities Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore Directional Opportunities Master Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore Diversified Arbitrage Fund II, Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore Diversified Arbitrage Fund III, Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore Diversified Arbitrage Fund, Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore Diversified Arbitrage Master Fund Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore Diversified Arbitrage Trust	x		
Debtors Affiliates	Lehman Brothers Offshore Diversified Private Equity Fund 2004, L.P.	x		
Debtors Affiliates	Lehman Brothers Offshore Investment Partnership L.P.	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Lehman Brothers Offshore Investment Partnership-Japan L.P.	x		
Debtors Affiliates	Lehman Brothers Offshore Long/Short Fund II, Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore Long/Short Fund Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore long/short fund, ltd	x		
Debtors Affiliates	Lehman Brothers Offshore Long/Short Master Fund Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore Partners Ltd.	x		
Debtors Affiliates	Lehman Brothers Offshore Partnership Account 2000/2001, L.P.	x		
Debtors Affiliates	Lehman Brothers Offshore Partnership GP 2000/2001 L.P.	x		
Debtors Affiliates	Lehman Brothers Offshore Real Estate Associates, Ltd	x		
Debtors Affiliates	Lehman Brothers Overseas Inc.	x		
Debtors Affiliates	Lehman Brothers P.A. LLC	x		
Debtors Affiliates	Lehman Brothers Pacific Holdings Pte. Ltd.	x		
Debtors Affiliates	Lehman Brothers Participation Fund Associates, L.P.	x		
Debtors Affiliates	Lehman Brothers Partnership GP 2000/2001 L.P.	x		
Debtors Affiliates	Lehman Brothers Passive Bond Index Trust	x		
Debtors Affiliates	Lehman Brothers Pine Rock Fund, L.P.	x		
Debtors Affiliates	Lehman Brothers Pine Rock Master Fund, L.P.	x		
Debtors Affiliates	Lehman Brothers Private Equity Advisers	x		
Debtors Affiliates	Lehman Brothers Private Equity Advisers L.L.C.	x		
Debtors Affiliates	Lehman Brothers Private Fund Advisers LP	x		
Debtors Affiliates	Lehman Brothers Private Fund Advisers LPD	x		
Debtors Affiliates	Lehman Brothers Private Fund Management LP	x		
Debtors Affiliates	Lehman Brothers Private Funds Investment Company GP, LLC	x		
Debtors Affiliates	Lehman Brothers Private Funds Investment Company LP, LLC	x		
Debtors Affiliates	Lehman Brothers Relative Value Portfolio Trust Fund	x		
Debtors Affiliates	Lehman Brothers Secondary Fund of Funds Associates L.P.	x		
Debtors Affiliates	Lehman Brothers Secondary Fund of Funds L.P.	x		
Debtors Affiliates	Lehman Brothers Securities Asia Limited	x		
Debtors Affiliates	Lehman Brothers Securities N.V.	x		
Debtors Affiliates	Lehman Brothers Securities Private Limited	x		
Debtors Affiliates	Lehman Brothers Securities Taiwan Limited	x		
Debtors Affiliates	Lehman Brothers SelectAccess Employee Fund, L.P.	x		
Debtors Affiliates	Lehman Brothers SelectAccess Fund, L.P.	x		
Debtors Affiliates	Lehman Brothers SelectAccess Fund, Ltd	x		
Debtors Affiliates	Lehman Brothers Services India Private Limited	x		
Debtors Affiliates	Lehman Brothers Short Duration Bond Fund	x		
Debtors Affiliates	Lehman Brothers Singapore PTE Ltd.	x		
Debtors Affiliates	Lehman Brothers South Asia Limited (Inactive)	x		
Debtors Affiliates	Lehman Brothers South East Asia Investments PTE Limited	x		
Debtors Affiliates	Lehman Brothers Spain Holdings Limited	x		
Debtors Affiliates	Lehman Brothers Strategic Income Fund	x		
Debtors Affiliates	Lehman Brothers Sudamerica S.A.	x		
Debtors Affiliates	Lehman Brothers Treasury Co. B.V.	x		
Debtors Affiliates	Lehman Brothers Trust Company of Delaware			x
Debtors Affiliates	Lehman Brothers Trust Company, National Association			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Lehman Brothers U.K. Holdings (Delaware) Inc.	x		
Debtors Affiliates	Lehman Brothers U.K. Holdings Ltd.	x		
Debtors Affiliates	Lehman Brothers UK Investments Limited	x		
Debtors Affiliates	Lehman Brothers Uruguay S.A.	x		
Debtors Affiliates	Lehman Brothers USD Enhanced Cash Fund Ltd.			x
Debtors Affiliates	Lehman Brothers VC Partners L.P.	x		
Debtors Affiliates	Lehman Brothers Venture Associates Inc.	x		
Debtors Affiliates	Lehman Brothers Venture Bankers' Partnership L.P.	x		
Debtors Affiliates	Lehman Brothers Venture Capital 2003 Partnership	x		
Debtors Affiliates	Lehman Brothers Venture Capital Partners I, L.P.	x		
Debtors Affiliates	Lehman Brothers Venture GP Partnership L.P.	x		
Debtors Affiliates	Lehman Brothers Venture Partners L.P.	x		
Debtors Affiliates	Lehman Brothers Verwaltungs-und Beteiligungsgesellschaft mbH	x		
Debtors Affiliates	Lehman Capital Investments 2 Ltd.	x		
Debtors Affiliates	Lehman Capital Investments Ltd.	x		
Debtors Affiliates	Lehman CMO Inc.	x		
Debtors Affiliates	Lehman Commercial Mortgage Conduit Ltd.	x		
Debtors Affiliates	Lehman Commercial Paper Inc.		x	
Debtors Affiliates	Lehman Crossroads Corporate Investors II, LP	x		
Debtors Affiliates	Lehman Crossroads Corporate Investors, LP	x		
Debtors Affiliates	Lehman Crossroads Investment Advisers, LP	x		
Debtors Affiliates	Lehman Crossroads Investment Company, LP	x		
Debtors Affiliates	Lehman Insurance Company	x		
Debtors Affiliates	Lehman Loan Funding I LLC	x		
Debtors Affiliates	Lehman Mortgage Company of Canada (surrendered)	x		
Debtors Affiliates	Lehman Mortgage Holdings Canada I Inc. (inactive)	x		
Debtors Affiliates	Lehman Mortgage Holdings Canada II Inc. (inactive)	x		
Debtors Affiliates	Lehman Municipal ABS Corp.	x		
Debtors Affiliates	Lehman OPC LLC	x		
Debtors Affiliates	Lehman Pass-Through Securities Inc.	x		
Debtors Affiliates	Lehman Queens Center Inc. (inactive)	x		
Debtors Affiliates	Lehman Queens Limited Inc. (inactive)	x		
Debtors Affiliates	Lehman Re Ltd.		x	
Debtors Affiliates	Lehman Realty & Development Corp.	x		
Debtors Affiliates	Lehman Receivables Corp. (dissolved)	x		
Debtors Affiliates	Lehman Risk Advisors Inc.	x		
Debtors Affiliates	Lehman Risk Management Inc. (dissolved)	x		
Debtors Affiliates	Lehman Risk Services (Bermuda) Ltd	x		
Debtors Affiliates	Lehman Structured Assets Inc.	x		
Debtors Affiliates	Lehman Structured Securities Corp.	x		
Debtors Affiliates	Lehman Syndicated Loan Funding Inc.	x		
Debtors Affiliates	Lehman Syndicated Loan Inc.	x		
Debtors Affiliates	Lehman VIP Holdings Inc.	x		
Debtors Affiliates	Lehman VIP Investment LDC	x		
Debtors Affiliates	Liberty Corner Inc. (sold)	x		
Debtors Affiliates	Liberty GP II Inc. (sold)	x		
Debtors Affiliates	LibertyView Alternative Blend Fund L.P.			x
Debtors Affiliates	LibertyView Alternative Blend Fund LLC			x
Debtors Affiliates	LibertyView Alternative Blend Fund Ltd			x
Debtors Affiliates	LibertyView Convertible Arbitrage Fund, L.P.			x
Debtors Affiliates	LibertyView Convertible Arbitrage Fund, LLC			x
Debtors Affiliates	LibertyView Convertible Arbitrage Fund, Ltd			x
Debtors Affiliates	LibertyView Credit Opportunities Fund II, LLC			x
Debtors Affiliates	LibertyView Credit Opportunities Fund II, Ltd			x
Debtors Affiliates	LibertyView Credit Opportunities Fund, L.P.			x
Debtors Affiliates	LibertyView Credit Opportunities Fund, LLC			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	LibertyView Credit Opportunities Fund, Ltd			x
Debtors Affiliates	LibertyView Credit Select Fund, L.P.			x
Debtors Affiliates	LibertyView Credit Select Fund, LLC			x
Debtors Affiliates	LibertyView Credit Select Fund, Ltd			x
Debtors Affiliates	LibertyView Credit Select Portfolio Fund, LP			x
Debtors Affiliates	LibertyView Fund LLC	x		
Debtors Affiliates	LibertyView Funds, L.P.			x
Debtors Affiliates	LibertyView Global Risk Arbitrage Fund L.P.			x
Debtors Affiliates	LibertyView Global Risk Arbitrage Fund Ltd			x
Debtors Affiliates	LibertyView Leverage Plus Fund	x		
Debtors Affiliates	LibertyView Plus Fund	x		
Debtors Affiliates	LibertyView Socially Responsible Fund L.P.			x
Debtors Affiliates	LibertyView Socially Responsible Fund Ltd			x
Debtors Affiliates	LibertyView Special Opportunities L.P.			x
Debtors Affiliates	LibertyView Special Opportunities LLC			x
Debtors Affiliates	LibertyView Special Opportunities Ltd			x
Debtors Affiliates	Libro Companhia Securitizadora de Creditos	x		
Debtors Affiliates	LIBRO Holdings I Inc.	x		
Debtors Affiliates	Lincoln Capital Fixed Income Management Company, LLC	x		
Debtors Affiliates	Long Point Funding Pty Ltd		x	
Debtors Affiliates	Longmeade Limited	x		
Debtors Affiliates	Louise Y.K.	x		
Debtors Affiliates	LPTG Intermediate LLC	x		
Debtors Affiliates	LPTG LLC	x		
Debtors Affiliates	LUBS Inc.	x		
Debtors Affiliates	Lunar Constellation Limited Partnership	x		
Debtors Affiliates	LW-LP Inc.	x		
Debtors Affiliates	LW-LP Properties Inc.	x		
Debtors Affiliates	M&L Debt Investments Holdings Pty Limited	x		
Debtors Affiliates	M&L Debt Investments Pty Limited	x		
Debtors Affiliates	MABLE Commercial Funding Limited	x		
Debtors Affiliates	MABLE Commercial Funding Limited ELQ Holdings B.V.	x		
Debtors Affiliates	Maewha K-STARs Ltd.	x		
Debtors Affiliates	Mast Depositor Corp	x		
Debtors Affiliates	MBAM Investor Limited	x		
Debtors Affiliates	MBR/GP Corp.	x		
Debtors Affiliates	Ment, LLC	x		
Debtors Affiliates	Metro Realty Corporation (dissolved)	x		
Debtors Affiliates	MICT Limited	x		
Debtors Affiliates	MMP Funding Corp.	x		
Debtors Affiliates	Morganberry Corporation	x		
Debtors Affiliates	Nai Ham Hotel 1 Company Limited	x		
Debtors Affiliates	Nale Trust	x		
Debtors Affiliates	Neuberger & Berman Agency, Inc.	x		
Debtors Affiliates	Neuberger Berman Advisers Management Trust			x
Debtors Affiliates	Neuberger Berman Asset Management, LLC	x		
Debtors Affiliates	Neuberger Berman California Intermediate Municipal Fund, Inc.			x
Debtors Affiliates	Neuberger Berman Cash Reserves			x
Debtors Affiliates	Neuberger Berman Climate Change Fund	x		
Debtors Affiliates	Neuberger Berman Dividend Advantage Fund, Inc.			x
Debtors Affiliates	Neuberger Berman Dividend Fund	x		
Debtors Affiliates	Neuberger Berman Dividend Fund	x		
Debtors Affiliates	Neuberger Berman Equity Income Fund			x
Debtors Affiliates	Neuberger Berman Focus Fund			x
Debtors Affiliates	Neuberger Berman Genesis Fund			x
Debtors Affiliates	Neuberger Berman Global Real Estate Fund	x		
Debtors Affiliates	Neuberger Berman Government Money Fund			x
Debtors Affiliates	Neuberger Berman Guardian Fund			x
Debtors Affiliates	Neuberger Berman Inc.			x
Debtors Affiliates	Neuberger Berman Income Opportunity Fund, Inc.			x
Debtors Affiliates	Neuberger Berman Institutional Cash Fund			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Neuberger Berman Institutional Liquidity Series			x
Debtors Affiliates	Neuberger Berman Intermediate Municipal Fund, Inc.			x
Debtors Affiliates	Neuberger Berman International Fund			x
Debtors Affiliates	Neuberger Berman International Institutional Fund			x
Debtors Affiliates	Neuberger Berman International Large Cap Fund			x
Debtors Affiliates	Neuberger Berman International Opportunities Fund L.P.			x
Debtors Affiliates	Neuberger Berman International Opportunities Master Fund LP			x
Debtors Affiliates	Neuberger Berman Investment Services, LLC	x		
Debtors Affiliates	Neuberger Berman Large Cap International Equities Fund, LP			x
Debtors Affiliates	Neuberger Berman Large Cap International Equities Fund, Ltd.			x
Debtors Affiliates	Neuberger Berman Large Cap International Equities Master Fund, LP			x
Debtors Affiliates	Neuberger Berman Management Inc.			x
Debtors Affiliates	Neuberger Berman New York Intermediate Municipal Fund, Inc.			x
Debtors Affiliates	Neuberger Berman Partners Fund			x
Debtors Affiliates	Neuberger Berman Pty Ltd	x		
Debtors Affiliates	Neuberger Berman Real Estate Fund			x
Debtors Affiliates	Neuberger Berman Real Estate Securities Income Fund, Inc.			x
Debtors Affiliates	Neuberger Berman Securities Lending Quality Fund, LLC	x		
Debtors Affiliates	Neuberger Berman Select Equities Fund	x		
Debtors Affiliates	Neuberger Berman Technology Management LLC	x		
Debtors Affiliates	Neuberger Berman, LLC			x
Debtors Affiliates	New Century Finance Co., LTD.	x		
Debtors Affiliates	Newark Properties One Inc.	x		
Debtors Affiliates	Nexity Investment Partnership L.P.	x		
Debtors Affiliates	NL Funding, L.P.		x	
Debtors Affiliates	NL GP Inc.	x		
Debtors Affiliates	Northstar Equipment Leasing Income Inc. (dissolved)	x		
Debtors Affiliates	NPC Inc. (dissolved)	x		
Debtors Affiliates	O M B. Limited Partner Ltd	x		
Debtors Affiliates	OCI Holdings Limited	x		
Debtors Affiliates	OOO Lehman Brothers	x		
Debtors Affiliates	Opal Finance Holdings Ireland Limited	x		
Debtors Affiliates	OSD Corp.	x		
Debtors Affiliates	PAC Aircraft Management Inc.	x		
Debtors Affiliates	Penlaring, Inc.	x		
Debtors Affiliates	Phuket Hotel 1 Holdings Company Limited.	x		
Debtors Affiliates	Pike International Y.K.	x		
Debtors Affiliates	Pindar Pty Ltd.		x	
Debtors Affiliates	Portsmouth Investment Company Pty Ltd	x		
Debtors Affiliates	Preferred Group Limited	x		
Debtors Affiliates	Preferred Holdings Limited	x		
Debtors Affiliates	Preferred Mortgages Limited	x		
Debtors Affiliates	Principal Transactions Inc.	x		
Debtors Affiliates	Property Asset Management Inc.	x		
Debtors Affiliates	QP80 Real Estate Services Inc.	x		
Debtors Affiliates	Quality Pork Partners, Inc.	x		
Debtors Affiliates	Real Estate Investors Inc. (dissolved)	x		
Debtors Affiliates	Real Estate Private Equity Inc.	x		
Debtors Affiliates	Real Estate Services I Inc. (dissolved)	x		
Debtors Affiliates	Real Estate Services VII Inc. (dissolved)	x		
Debtors Affiliates	Reliance Energy E&P, LLC	x		
Debtors Affiliates	REPE LBREP II LLC	x		
Debtors Affiliates	REPE LBREP III LLC	x		
Debtors Affiliates	Resettan Limited	x		
Debtors Affiliates	Revival Holdings Limited	x		
Debtors Affiliates	RIBCO LLC	x		
Debtors Affiliates	RIBCO SPC, Inc.	x		
Debtors Affiliates	Rock Hill Real Estate, Inc.	x		
Debtors Affiliates	Sage Partners, LLC	x		
Debtors Affiliates	SAIL Investor Pte Ltd.	x		
Debtors Affiliates	Sambar Properties Inc.	x		
Debtors Affiliates	SASCO ARC Corporation	x		
Debtors Affiliates	Satori Technology Fund I L.P.	x		



Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Affiliates	Satori Technology Fund, Ltd.	x		
Debtors Affiliates	Satori Technology Intermediate Fund, Ltd.	x		
Debtors Affiliates	Satori Technology Master Fund Ltd.	x		
Debtors Affiliates	Scranzay, Inc.	x		
Debtors Affiliates	Security Assurance Advisers, LP	x		
Debtors Affiliates	Select Asset Inc.	x		
Debtors Affiliates	Senior Income Fund Inc. (dissolved)	x		
Debtors Affiliates	Serafino Investments Pty Limited		x	
Debtors Affiliates	Shearson Lehman Brothers Capital Partners II, L.P.	x		
Debtors Affiliates	Shearson Lehman Hutton Capital Partners II	x		
Debtors Affiliates	Skratook LLC	x		
Debtors Affiliates	Small Business Assets I LLC	x		
Debtors Affiliates	SOGKI Development Inc.	x		
Debtors Affiliates	Southern Pacific Funding	x		
Debtors Affiliates	Southern Pacific Funding 5 Ltd	x		
Debtors Affiliates	Southern Pacific Mortgage Limited	x		
Debtors Affiliates	SPML Mortgage Funding Limited	x		
Debtors Affiliates	Stamford Investment Realty Inc.	x		
Debtors Affiliates	Stockholm Investments Limited	x		
Debtors Affiliates	Storm Funding Ltd	x		
Debtors Affiliates	Storm Funding Ltd. Lehman (Cayman Islands) Ltd.	x		
Debtors Affiliates	Strategic Commodities Fund II, LLC			x
Debtors Affiliates	Strategic Commodities Fund III, LLC			x
Debtors Affiliates	Strategic Commodities Fund, LLC			x
Debtors Affiliates	Strategic Commodities Fund, Ltd.			x
Debtors Affiliates	Strategic Commodities Master Fund, Ltd.			x
Debtors Affiliates	Strategic Commodities Unit Trust	x		
Debtors Affiliates	STRATUS I Inc.	x		
Debtors Affiliates	Structure Asset Securities Corporation II	x		
Debtors Affiliates	Structured Asset Securities Corporation	x		
Debtors Affiliates	Structured Options Inc.	x		
Debtors Affiliates	STUIE CORP	x		
Debtors Affiliates	Sunrise Finance Co., Ltd.	x		
Debtors Affiliates	TAL Europe, LLC	x		
Debtors Affiliates	Takus	x		
Debtors Affiliates	Thayer Group Limited	x		
Debtors Affiliates	Thayer Properties (Jersey) Ltd	x		
Debtors Affiliates	Thayer Properties Limited	x		
Debtors Affiliates	The Main Office Management Company, LP	x		
Debtors Affiliates	TMIC Limited	x		
Debtors Affiliates	Townsend Analytics Japan Ltd.	x		
Debtors Affiliates	Townsend Analytics, Ltd.	x		
Debtors Affiliates	TX Tower Inc. (sold)	x		
Debtors Affiliates	West Dover, LLC	x		
Debtors Affiliates	Wharf Reinsurance Inc.		x	
Debtors Affiliates	Woori-LB Fifth Asset Securitization Specialty Co., Ltd.	x		
Debtors Affiliates	Woori-LB First Asset Securitization Specialty Co., Ltd.	x		
Debtors Affiliates	Woori-LB Fourth Asset Securitization Specialty Co., Ltd.	x		
Debtors Affiliates	Woori-LB Sixth Asset Securitization Specialty Co., Ltd.	x		
Debtors Affiliates	Y K Tower Funding	x		
Debtors Affiliates	Y K Park Funding	x		
Debtors Officers	Alex Kirk	x		
Debtors Officers	Christian Meissner	x		
Debtors Officers	David Goldfarb	x		
Debtors Officers	Eric Felder	x		
Debtors Officers	George H. Walker	x		
Debtors Officers	Gerald A. Donini	x		
Debtors Officers	Herbert H. McDade III	x		
Debtors Officers	Hugh E. McGee III	x		
Debtors Officers	Hyung S. Lee	x		
Debtors Officers	Ian T. Lowitt	x		
Debtors Officers	Jasjit S. Bhattal	x		
Debtors Officers	Michael Geband	x		
Debtors Officers	Riccardo Banchetti	x		
Debtors Officers	Richard S. Fuld, Jr.	x		
Debtors Officers	Scott J. Freidheim	x		
Debtors Officers	Stephen M. Lessing	x		
Debtors Officers	Thomas A. Russo	x		
Debtors Officers	Bryan Marsal	x		
Debtors Officers	Christopher O'Mera	x		
Debtors Officers	David Coles	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtors Officers	Erin Callen	x		
Debtors Officers	James Fogarty	x		
Debtors Officers	Jonathan Beyman	x		
Debtors Officers	Jospeh M. Gregory	x		
Debtors Officers Other Business Affiliations	Americas Development Foundation	x		
Debtors Officers Other Business Affiliations	Bain & Company, Inc.			x
Debtors Officers Other Business Affiliations	Board of Overseers of the Stern School of Business of New York Univerisyt		x	
Debtors Officers Other Business Affiliations	Board of Trustees of New York University	x		
Debtors Officers Other Business Affiliations	Board of Trustees of the Animal Medical Center	x		
Debtors Officers Other Business Affiliations	Board of Trustees of the Institute of International Education	x		
Debtors Officers Other Business Affiliations	Carnegie Institution of Washington	x		
Debtors Officers Other Business Affiliations	Collexis Holdings, Inc.	x		
Debtors Officers Other Business Affiliations	Ferrari SpA	x		
Debtors Officers Other Business Affiliations	Folger Library	x		
Debtors Officers Other Business Affiliations	Henry Kaufman & Company	x		
Debtors Officers Other Business Affiliations	Huntsman Corporation			x
Debtors Officers Other Business Affiliations	MGM Mirage			x
Debtors Officers Other Business Affiliations	Naval Academy Foundation	x		
Debtors Officers Other Business Affiliations	Office Depot, Inc.			x
Debtors Officers Other Business Affiliations	Sony Corporation			x
Debtors Officers Other Business Affiliations	Stewart & Stevenson LLC			x
Debtors Officers Other Business Affiliations	Tel-Aviv University	x		
Debtors Officers Other Business Affiliations	The Broadway League	x		
Debtors Officers Other Business Affiliations	The Economic Club of New York	x		
Debtors Officers Other Business Affiliations	The Posse Fuondation, Inc.	x		
Debtors Officers Other Business Affiliations	The Ryland Group, Inc.			x
Debtors Officers Other Business Affiliations	The St. Joe Company			x
Debtors Officers Other Business Affiliations	Vail Resorts, Inc.			x
Debtors Officers Other Business Affiliations	Vanderbilt University			x
Debtors Officers Other Business Affiliations	W R Grace & Co			x
Debtors Officers Other Business Affiliations	Weight Watchers International, Inc.			x
Debtors Directors	Henry Kaufman	x		
Debtors Directors	Marsha Johnson Evans	x		
Debtors Directors	Michael L. Ainslie	x		
Debtors Directors	Richard S. Fuld, Jr.	x		
Debtors Directors	Roger S. Berlind	x		
Debtors Directors	Roland A. Hernandez	x		
Debtors Directors	Sir Christopher Gent	x		
Debtors Directors	Thomas H. Cruikshank	x		
Debtors Directors	Jerry A. Grundhofer	x		
Debtors Directors	John D. Macomber	x		
Debtors Directors	John F. Akers	x		
Debtor Directors Affiliated and Former Employers of Directors	Americas Development Foundation	x		
Debtor Directors Affiliated and Former Employers of Directors	Bain & Company, Inc.			x
Debtor Directors Affiliated and Former Employers of Directors	Board of Overseers of the Stern School of Business of New York Univerisyt		x	
Debtor Directors Affiliated and Former Employers of Directors	Board of Trustees of New York University	x		
Debtor Directors Affiliated and Former Employers of Directors	Board of Trustees of the Animal Medical Center	x		
Debtor Directors Affiliated and Former Employers of Directors	Board of Trustees of the Institute of International Education	x		
Debtor Directors Affiliated and Former Employers of Directors	Carnegie Institution of Washington	x		
Debtor Directors Affiliated and Former Employers of Directors	Collexis Holdings, Inc.	x		
Debtor Directors Affiliated and Former Employers of Directors	Ferrari SpA	x		
Debtor Directors Affiliated and Former Employers of Directors	Folger Library	x		
Debtor Directors Affiliated and Former Employers of Directors	Henry Kaufman	x		
Debtor Directors Affiliated and Former Employers of Directors	Henry Kaufman & Company	x		
Debtor Directors Affiliated and Former Employers of Directors	Huntsman Corporation			x
Debtor Directors Affiliated and Former Employers of Directors	Jerry A. Grundhofer	x		
Debtor Directors Affiliated and Former Employers of Directors	John D. Macomber	x		
Debtor Directors Affiliated and Former Employers of Directors	John F. Akers	x		
Debtor Directors Affiliated and Former Employers of Directors	Marsha Johnson Evans	x		
Debtor Directors Affiliated and Former Employers of Directors	MGM Mirage			x
Debtor Directors Affiliated and Former Employers of Directors	Michael L. Ainslie	x		
Debtor Directors Affiliated and Former Employers of Directors	Naval Academy Foundation	x		
Debtor Directors Affiliated and Former Employers of Directors	Office Depot, Inc.			x
Debtor Directors Affiliated and Former Employers of Directors	Richard S. Fuld, Jr.	x		
Debtor Directors Affiliated and Former Employers of Directors	Roger S. Berlind	x		
Debtor Directors Affiliated and Former Employers of Directors	Roland A. Hernandez	x		
Debtor Directors Affiliated and Former Employers of Directors	Sir Christopher Gent	x		
Debtor Directors Affiliated and Former Employers of Directors	Sony Corporation			x
Debtor Directors Affiliated and Former Employers of Directors	Stewart & Stevenson LLC			x
Debtor Directors Affiliated and Former Employers of Directors	Tel-Aviv University	x		
Debtor Directors Affiliated and Former Employers of Directors	The Broadway League	x		
Debtor Directors Affiliated and Former Employers of Directors	The Economic Club of New York	x		
Debtor Directors Affiliated and Former Employers of Directors	The Posse Fuondation, Inc.	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Debtor Directors Affiliated and Former Employers of Directors	The Ryland Group, Inc.			x
Debtor Directors Affiliated and Former Employers of Directors	The St. Joe Company			x
Debtor Directors Affiliated and Former Employers of Directors	Thomas H. Cruikshank	x		
Debtor Directors Affiliated and Former Employers of Directors	Vail Resorts, Inc.			x
Debtor Directors Affiliated and Former Employers of Directors	Vanderbilt University			x
Debtor Directors Affiliated and Former Employers of Directors	W.R. Grace & Co			x
Debtor Directors Affiliated and Former Employers of Directors	Weight Watchers International, Inc			x
Debtors Major Shareholders (5% or more)	AXA and related Parties			x
Debtors Major Shareholders (5% or more)	Clearbridge Advisors, LLC and related parties	x		
Debtors Major Shareholders (5% or more)	FMR LLC and related parties			x
All Secured Lenders, including DIP lenders	Danske Bank	x		
All Secured Lenders, including DIP lenders	Fenway Funding LLC	x		
All Secured Lenders, including DIP lenders	J.P. Morgan Chase			x
All Secured Lenders, including DIP lenders	JPMorgan Chase			x
All Secured Lenders, including DIP lenders	MetLife			x
All Secured Lenders, including DIP lenders	Mizuho Corporate Bank, Ltd			x
All Secured Lenders, including DIP lenders	Shinsei Bank, Limited		x	
All Secured Lenders, including DIP lenders	SMBC			x
All Secured Lenders, including DIP lenders	State Street			x
All Secured Lenders, including DIP lenders	Swedbank	x		
All Secured Lenders, including DIP lenders	The Bank of NY Mellon			x
All Secured Lenders, including DIP lenders	The Royal Bank of Scotland, PLC			x
All Secured Lenders, including DIP lenders	Wilmington Trust Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Advanced Series Trust	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	AETNA Life Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	AIG Annuity Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	ALFA Mutual Fire Insurance Company	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Allianz Life Insurance Company of North America			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Alpha Mutual Fund Management	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	American Family Life Assurance Company	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	American Life Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	AXA Equitable Life Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Barclays Global Fund Advisors	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	BBVA Gestion SA SGIIC (Spain)	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Blackrock Advisors	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Capital Research and Management	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Continental Casualty Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Federated Investors			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Fidelity Management and Research			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Franklin Advisors LP	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Franklin Templeton Investments			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Guardian Life Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Hartford Life Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	ING Investment LLC	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Jackson National Life Insurance			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	John Hancock Investment Management Services			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	John Hancock Life Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Liberty National Life Insurance Company	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Loomis Sayles & Company L.P.	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Medical Liability Mutual Insurance Company	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
All Substantial Bondholders or Lenders (50 Largest Bondholders)	MetLife Insurance Company of Connecticut			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Metropolitan Life Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Metropolitan West Capital Management	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	NATIXIS Asset Management Advisors			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Northwest Mutual Life Insurance Company	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Phillips Hager & North Investment Management	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	PIMCO Advisors LP	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	PIMCO Funds Global Investors	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Principal Life Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Prudential Financial Inc.	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Prudential Insurance Company of America			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Riversource Life Insurance Company	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Sun Life Assure Co. of Canada			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	T. Rowe Price Associates			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Teachers Insurance and Annuity Association			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Thrivent Financial for Lutherans			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Transamerica Life Insurance Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	UBS Investment KAG	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	United States Indices	x		
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Van Kampen Asset Management			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Vanguard Group Incorporated			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Western Asset Management Company			x
All Substantial Bondholders or Lenders (50 Largest Bondholders)	Zurich American Insurance Company			x
Official Statutory Committees members (All Committees)	Allstate Insurance Co			x
Official Statutory Committees members (All Committees)	Bank of New York Mellon			x
Official Statutory Committees members (All Committees)	Capital Research and Management	x		
Official Statutory Committees members (All Committees)	Franklin Advisors Inc.	x		
Official Statutory Committees members (All Committees)	Franklin Federal Intermediate Term Tax Free Income Fund	x		
Official Statutory Committees members (All Committees)	Franklin Federal Tax Free Income Fund	x		
Official Statutory Committees members (All Committees)	Franklin Georgia Tax Free Income Fund	x		
Official Statutory Committees members (All Committees)	Franklin High Yield Tax Free Income Fund	x		
Official Statutory Committees members (All Committees)	Independence Holding Co	x		
Official Statutory Committees members (All Committees)	MetLife			x
Official Statutory Committees members (All Committees)	Mizuho Corporate Bank			x
Official Statutory Committees members (All Committees)	Oppenheimer Funds, Inc		x	
Official Statutory Committees members (All Committees)	RR Donnelley & Sons			x
Official Statutory Committees members (All Committees)	Shinsei Bank, Limited		x	
Official Statutory Committees members (All Committees)	The Ad Hoc Committee of Bondholders of the Main Street Natural Gas, Inc. Gas Project Revenue Bonds	x		
Official Statutory Committees members (All Committees)	The Royal Bank of Scotland, PLC			x
Official Statutory Committees members (All Committees)	The Vanguard Group			x
Official Statutory Committees members (All Committees)	Wilmington Trust Company			x
Official Statutory Committees Attorneys	Akin Gump Strauss Hauer & Feld LLP		x	
Official Statutory Committees Attorneys	Milbank, Tweed, Hadley & McCloy LLP		x	
Official Statutory Committees Attorneys	Munsch Hardt Kopf & Harrison, P.C.		x	
Official Statutory Committees Attorneys	The Wilson Law Firm, PC	x		
Largest Unsecured Creditors	1221 Avenue of the Americas	x		
Largest Unsecured Creditors	125 Broad Street	x		
Largest Unsecured Creditors	1301 Properties Owner LP	x		
Largest Unsecured Creditors	55 Broadway	x		
Largest Unsecured Creditors	767 Fifth Ave	x		
Largest Unsecured Creditors	Anjarlekar & Associates	x		
Largest Unsecured Creditors	Ashurst Morris Crisp	x		
Largest Unsecured Creditors	Bank of America Plaza STE 3500			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Largest Unsecured Creditors	Bloomberg L.P.			x
Largest Unsecured Creditors	Broadridge Securities Processing	x		
Largest Unsecured Creditors	Canary Warf Management Limited	x		
Largest Unsecured Creditors	Compucenter (UK) Ltd.	x		
Largest Unsecured Creditors	Clifford Chance US LLP		x	
Largest Unsecured Creditors	Davis, Polk and Wardwell	x		
Largest Unsecured Creditors	Dell Marketing L.P.			x
Largest Unsecured Creditors	Deutsche Borsche AG			x
Largest Unsecured Creditors	Drowst Trading, LLC	x		
Largest Unsecured Creditors	Ernst & Young			x
Largest Unsecured Creditors	Ernst and Young Private Limited			x
Largest Unsecured Creditors	Fidessa Plc.	x		
Largest Unsecured Creditors	FT Interactive Data	x		
Largest Unsecured Creditors	Haworth Singapore PTE Ltd.			x
Largest Unsecured Creditors	Henegan Construction Co., Inc.	x		
Largest Unsecured Creditors	ICAP Securities Limited	x		
Largest Unsecured Creditors	Information Builders Inc.	x		
Largest Unsecured Creditors	Kim & Chang	x		
Largest Unsecured Creditors	Kingston Communications PLC	x		
Largest Unsecured Creditors	Linklaters, S.L.	x		
Largest Unsecured Creditors	London & European Title Insurance Services Ltd.	x		
Largest Unsecured Creditors	Mace Limited	x		
Largest Unsecured Creditors	Morse Group Limited	x		
Largest Unsecured Creditors	Morse Service Holdings Limited	x		
Largest Unsecured Creditors	National Commerce bank			x
Largest Unsecured Creditors	Network Appliance, Inc.		x	
Largest Unsecured Creditors	NYSE Market, Inc.	x		
Largest Unsecured Creditors	Paul Weiss			x
Largest Unsecured Creditors	Prcoa Relocation UK Limited	x		
Largest Unsecured Creditors	Reuters Limited			x
Largest Unsecured Creditors	Sidley Austin Brown & Wood	x		
Largest Unsecured Creditors	Standard and Poors Corp.			x
Largest Unsecured Creditors	Sungard Securities Finance Inc.	x		
Largest Unsecured Creditors	Swapswire Limited	x		
Largest Unsecured Creditors	Tata Consultancy Services	x		
Largest Unsecured Creditors	Thompson Financial			x
Largest Unsecured Creditors	TIBC Software, Inc.			x
Largest Unsecured Creditors	Vertex Mortgage Services	x		
Largest Unsecured Creditors	Virtx	x		
Largest Unsecured Creditors	WIPRO Infotech Enterprise Solutions		x	
Largest Unsecured Creditors	ZKB (Zurcher Kantonalbank)	x		
Largest Unsecured Creditors	Allen & Overy LLP		x	
Largest Unsecured Creditors	ANZ Banking Group Limited	x		
Largest Unsecured Creditors	Aozora Bank	x		
Largest Unsecured Creditors	Australia and New Zealand Banking Group Limited	x		
Largest Unsecured Creditors	Banclec Ltd.			x
Largest Unsecured Creditors	Bank of China, New York Branch		x	
Largest Unsecured Creditors	Bank of Taiwan, New York Agency	x		
Largest Unsecured Creditors	Bats Trading, Inc.	x		
Largest Unsecured Creditors	Bloomberg Finance LP			x
Largest Unsecured Creditors	BNP Paribas			x
Largest Unsecured Creditors	Cadwalader, Wickersham & Taft	x		
Largest Unsecured Creditors	CB Richard Ellis Client Account RE Gloa			x
Largest Unsecured Creditors	Cdw direct llc		x	
Largest Unsecured Creditors	Chuo Mitsui Trust & Banking	x		
Largest Unsecured Creditors	Citibank N.A. Hong Kong Branch			x
Largest Unsecured Creditors	Citibank, NA			x
Largest Unsecured Creditors	Commonwealth Bank of Australia, Tokyo Branch	x		
Largest Unsecured Creditors	CW Lending II Limited	x		
Largest Unsecured Creditors	Dimension Data	x		
Largest Unsecured Creditors	DnB NOR Bank ASA	x		
Largest Unsecured Creditors	First Commercial Bank Co., Ltd. New York Agency	x		
Largest Unsecured Creditors	Hewlett packard ap (hong kong) limited			x
Largest Unsecured Creditors	HSBC Bank			x
Largest Unsecured Creditors	Hua Nan Commercial Bank, Ltd	x		
Largest Unsecured Creditors	IBM Corporation			x
Largest Unsecured Creditors	JQ Network PTD Limited	x		
Largest Unsecured Creditors	KBC Bank			x
Largest Unsecured Creditors	Linklaters	x		
Largest Unsecured Creditors	Lloyds Bank	x		
Largest Unsecured Creditors	London Borough of Tower Hamlets Rates	x		
Largest Unsecured Creditors	McKee Nelson LLP			x
Largest Unsecured Creditors	Microsoft Licensing, GP			x
Largest Unsecured Creditors	Millennium developers pvt ltd	x		
Largest Unsecured Creditors	Mizuho Corporate Bank Ltd			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Largest Unsecured Creditors	National Bank of Australia	x		
Largest Unsecured Creditors	Network appliance		x	
Largest Unsecured Creditors	Nippon Life Insurance Co.	x		
Largest Unsecured Creditors	Origin HR Consulting Limited	x		
Largest Unsecured Creditors	Reuters America Inc.	x		
Largest Unsecured Creditors	Shinkin Central Bank	x		
Largest Unsecured Creditors	Shinsei Bank Ltd.		x	
Largest Unsecured Creditors	Standard & Poors			x
Largest Unsecured Creditors	Standard Chartered Bank			x
Largest Unsecured Creditors	Sumitomo Mitsubishi Banking Corp	x		
Largest Unsecured Creditors	Svenska Handelsbanken	x		
Largest Unsecured Creditors	Taipei Fubon Bank, New York Agency	x		
Largest Unsecured Creditors	The Bank of New York		x	
Largest Unsecured Creditors	The Bank of Nova Scotia			x
Largest Unsecured Creditors	The British Land Company PLC	x		
Largest Unsecured Creditors	UFJ Bank Limited			x
Largest Unsecured Creditors	Virtx	x		
Largest Unsecured Creditors	YXIME	x		
Parties to the Debtors Significant Executory Contracts and Leases	1111 Brickell Office, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	125 High Street LP	x		
Parties to the Debtors Significant Executory Contracts and Leases	1301 Properties Owner LP	x		
Parties to the Debtors Significant Executory Contracts and Leases	70 Hudson Street, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	8 Sound Shore Associates, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	Archipelago Holdings, Inc.			x
Parties to the Debtors Significant Executory Contracts and Leases	Clifford Chance US LLP		x	
Parties to the Debtors Significant Executory Contracts and Leases	Constellation Place, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	Consultatio Inversora S.A.	x		
Parties to the Debtors Significant Executory Contracts and Leases	Corporate Park Associates	x		
Parties to the Debtors Significant Executory Contracts and Leases	Crescent TC Investors LP	x		
Parties to the Debtors Significant Executory Contracts and Leases	CT Tower Investments Inc	x		
Parties to the Debtors Significant Executory Contracts and Leases	Deutsche Bank Securities, Inc.			x
Parties to the Debtors Significant Executory Contracts and Leases	Deutsche Bank Securities, Inc.			x
Parties to the Debtors Significant Executory Contracts and Leases	Eastrich No. 167 Corporation	x		
Parties to the Debtors Significant Executory Contracts and Leases	Guggenheim Concourse, L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases	Huron Consulting Group, Inc.			x
Parties to the Debtors Significant Executory Contracts and Leases	HWA 555 Owners, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	JDJ Properties, Inc.	x		
Parties to the Debtors Significant Executory Contracts and Leases	MCPR Unit V LP, S.E. c/o MCPR Unit R LP	x		
Parties to the Debtors Significant Executory Contracts and Leases	Middlefield Park Associates	x		
Parties to the Debtors Significant Executory Contracts and Leases	Millennium De Investimentos Imobiliarios LTDA	x		
Parties to the Debtors Significant Executory Contracts and Leases	MJH Wacker LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	Monarch Centre Associates, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	Palm Beach Centre 1, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	Rock Forty Ninth LLC			x
Parties to the Debtors Significant Executory Contracts and Leases	San Diego - Frazee, LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	SP4 190 S. LaSalle, L.P.	x		
Parties to the Debtors Significant Executory Contracts and Leases	Telwares, Inc.	x		
Parties to the Debtors Significant Executory Contracts and Leases	The Irvine Company			x

Category	PHIL	No Connection	Prior Connection	Current Connection
Parties to the Debtors Significant Executory Contracts and Leases	WA-Columbia Center Property LLC	x		
Parties to the Debtors Significant Executory Contracts and Leases	WPGH, LLC	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	1301 Properties Owner LP	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	4 Connections, LLC	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	A V Services Inc	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	AC Nielsen Company	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Acronis, Inc		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	AFD Contract Furniture Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Agilysys Nj, Inc.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Allen & Overy LLP		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Alpha Office Supplies Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Aperture Technologies			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Automated Securities Clearance Ltd.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Ayco Services Agency Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Bloomberg Finance LP			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Broadridge Securities Processing	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	CDW Direct LLC		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	CDW Direct LLC		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	CHD Meridian Healthcare	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Clayton Fixed Income Services, Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Compliance Data Center Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Computer Associates International Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Computer Associates International Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Computer Financial Consultants, Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Cushman & Wakefield Inc.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Cyveillance	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	DBRS Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	DBRS, Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Dell Marketing L.P.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	DGWB, Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Dimension Data	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Dimension Data	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Diversified Global Graphics Group DG3	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Emil Werr	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Enterprise Solution Providers Inc	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Ernst & Young LLP			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	EXLservice Holdings Inc.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	FTInteractive Data	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Gartner Group Inc.			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Gotham Technology Group	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Greenline Financial Technologies Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Hanover Moving & Storage Co Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Headstrong Services, LLC	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Hewlett Packard Company			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Hewlett Packard Company			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	IBM Corporation			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	IBM Corporation			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Ikon Office Solutions Inc.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	ILOG Inc.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Inconit Corporation	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Information Builders Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Infusion Development Corp.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Integreon Managed Solutions	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Interactive Data Corp.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Intuition Publishing Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Iron Mountain Digital Archives			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Iron Mountain Digital Archives			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Iron Mountain Records Management			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Kepner Tregoe Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Key Systems	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	KPMG, LLP	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Lexis Nexis	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Lexis-Nexis	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Liquid Engines, Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Logical Information Machines	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Mellon Analytical Solutions	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Meridian II, Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Meridian IT, Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Michael Stapleton Associates	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Microsoft Corporation			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Network Appliance Inc.		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Network Appliance Inc.		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Nishimura & Partners	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Northrop Grumman			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Polaris Software Lab (India), Ltd.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Quest Software Inc.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Rainmaker Group LLC		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Restaurant Associates	x		



Category	PIIL	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Rittal Corporation		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Rockefeller Center North, Inc.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Roffe & Nolan Systems Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	RR Donnelley Receivables Inc.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	SAS Institute Inc.			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Sharon Land Company, LLC	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	SOS Security Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Standard Register			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Storage Technology Corp			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Structure Group	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Sungard Securities Finance Inc			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Swets Information Services Inc	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Tac Americas, Inc			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	The Bank Of New York		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Thomson Financial			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Tibco Software, Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Transaction Network Services			x
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Trilogy Leasing Co. LLC	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Trimont Real Estate Advisors Inc	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Triple Point Technology, Inc.	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Verrazano Consulting Solutions, LLC	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Video Corporation Of America	x		
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Wipro Technologies		x	
Other Significant Parties-in-Interest (100 Largest Holders of Trade Debt)	Wombat Financial Software, Inc.	x		
Other Significant Parties-in-Interest (Competitors)	Bank of America Securities LLC			x
Other Significant Parties-in-Interest (Competitors)	Barclays Capital Inc.			x
Other Significant Parties-in-Interest (Competitors)	BNP Paribas Securities Corp.			x
Other Significant Parties-in-Interest (Competitors)	Cantor Fitzgerald & Co.			x
Other Significant Parties-in-Interest (Competitors)	Citigroup Global Markets Inc.			x
Other Significant Parties-in-Interest (Competitors)	Credit Suisse			x
Other Significant Parties-in-Interest (Competitors)	Dalwa Securities America Inc.	x		
Other Significant Parties-in-Interest (Competitors)	Deutsche Bank Securities Inc.			x
Other Significant Parties-in-Interest (Competitors)	Dresdner Kleinwort Securities LLC			x
Other Significant Parties-in-Interest (Competitors)	Goldman, Sachs & Co.			x
Other Significant Parties-in-Interest (Competitors)	Greenwich Capital Markets, Inc.		x	
Other Significant Parties-in-Interest (Competitors)	HSBC Securities (USA) Inc.			x
Other Significant Parties-in-Interest (Competitors)	J.P. Morgan Securities Inc.			x
Other Significant Parties-in-Interest (Competitors)	Merrill Lynch Governmental Securities Inc.	x		
Other Significant Parties-in-Interest (Competitors)	Mizuho Securities USA Inc.	x		
Other Significant Parties-in-Interest (Competitors)	Morgan Stanley & Co. Incorporated			x
Other Significant Parties-in-Interest (Competitors)	UBS Securities LLC			x
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	Commodity Futures Trading Commission (LBI, NB LLC)	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	Federal Deposit Insurance Corporation (LB Bank, LB Commercial Bank)	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	Federal Energy Regulatory Commission (Lehman Brothers Commodity Services Inc.	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	Financial Industry Regulatory Authority (non-governmental)	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	National Futures Association (non-governmental)	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	New York Stock Exchange (non-governmental)			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	Office of the Comptroller of Financial Institutions (Lehman Brothers Trust Co.)	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	Office of Thrift Supervision (LB Bank)	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	Securities and Exchange Commission	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	State bank Commissioner of the State of Delaware (Lehman Brothers Trust Company of Delaware)	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	State Blue Sky Laws in all 50 states and Puerto Rico	x		
Other Significant Parties-in-Interest (Governmental and Regulatory Agencies)	Utah Commissioner of Financial Institutions (LB Commercial Bank)	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Alaska Electrical Pension Fund	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Alex E. Rinehart	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Annuity Fund	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Avenius, et al. v. Banc of America Securities LLC, et al.	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Bader & Yakaitis P S P & Trust	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Bader and Yakaitis P.S.P. and Trust, et al. v. Michael L. Ainslie, et al.,	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	BHL Capital Partners L.P.	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Breakaway Solutions Inc.	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	City of Cleveland	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	City of Cleveland, Ohio	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Claude A. Reese	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	David Trent	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Electronic Trading Group, LLC	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Elizabeth Foster	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	First Alliance Mortgage Company Class Action	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Fogarazzo	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Fogel Capital Management, Inc.	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Forza Capital Management, L.L.C.	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Hugh D. Barton	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	In re Issuer Plaintiff Initial Public Offering Fee Antitrust Litigation (consolidated class action)	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	In re Lehman Brothers Holdings, Inc. Derivative Litigation (Garber, Staehr, Locals 302 & 612 of the International Union of Operating Engineers-Employers Construction Industry Retirement Trust, and Saginaw Police & Fire Pension Board, plaintiffs)	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	In re Mirant Corporation Securities Litigation (class action)	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	In re Public Offering Antitrust Litigation (consolidated class action)	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	In re Short Sale Antitrust Litigation	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	IPO Class Actions	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	J. Bader	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Keith Carpenter	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Keith Cheng	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Mark Montag	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Mary Helbeyn	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Oliver Cheng	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Operative Plasterers and Cement Masons International Association Local 282 Annuity Fund	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Overstock Com Inc.	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Overstock.com, Inc., et al. v. Morgan Stanley & Co., Inc., et al.	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Research Analyst Independence Litigations	x		
Other Significant Parties-in-Interest (Litigation and Non-Litigation Claimants)	Wright et al. v. Lehman Brothers Holdings Inc. et al. (A. Vernon Wright and Dynoil Refining LLC, plaintiffs)	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	1301 Properties Owner LP	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	250 East Borrower LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	4Kids Entertainment, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	8 Sound Shore Associates LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Abm Industries, Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Accenture LLP			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	AEW Capital Management, LP			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Aig Global Investment Corporation			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Allianz Global Investors AG		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Altova, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Ameren et al.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Arapahoe County Treasurer	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	A-V Services, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Avaya Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Bank of China		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Bank Of Montreal			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Bank of New York Mellon			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Bankruptcy Creditors' Service, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Barclays Capital, Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Bats Holdings, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Bay Harbour Management LC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Bay Harbour Master	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	BHCO Master	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	BP Canada	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	BP Energy	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	BP North America	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Broadridge Processing Solutions, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Brookfield Properties One WFC Co. LLC			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Brookfield Properties One WFC Co. LLC			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Burleson, ISD	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Business Objects Americas			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Caixa Geral De Depositos, S.A.	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Canadian Imperial Bank	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Capgemini Financial Services USA, Inc			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Carrollton-Farmers Branch Independent School District	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	CB Richard Ellis, Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	CD Representative	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	CD Representative, L C.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Chevron Natural Gas	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Chuo Mitsui Trust And Banking Co.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	CIBC World Market.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	CIBC World Markets Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Citibank, NA			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Citigroup, Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	City Of Farmers Branch	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Collins Building Services, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Compufer Financial Consultants Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Contrarian Capital Management, LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Costello Maione Schuch Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Counsel To Australia And New Zealand Banking	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Credit Suisse			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Crossroads Investment Advisers, Lp	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Customer Asset Protection	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Dallas County	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Deutsche Bank Securities Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Direct Energy Business LLC			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Direct Energy LLC			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Dnb Nor Bank Asa	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Dresdner Kleinwort Group Goldings LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Dresdner Kleinwort Group Holdings LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Duke Corporate Education	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	East 46th Borrower LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Eaton Corporation			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	EHMD, LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Essex Equity Holdings USA, LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	European Bank For Reconstruction	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Executive Fliteways, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Exegy Incorporated	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Factiva, Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Fannie Mae			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Federal Express Corporation			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Federal Home Loan Bank Of Pittsburgh		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Federal Home Loan Mortgage Corp			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Federal Reserve Bank of New York			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Fondo Latinoamericano De Reservas	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Fred Hutchinson Cancer Research Center	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Frictionless Commerce, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Fxcm Holdings LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	FXCM Holdings, Llc	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Galleon Buccaneer's Offshore LTD	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Gartner UK Limited			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Gartner, Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	GE Capital Information Technology	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	GE Capital Information Technology Solutions, Inc. D/B/A Ikon Financial Services	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	General Electric Capital Corp			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Gensler Architecture, Design And Planning, P.C.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Glg Partners LP	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Godiva Chocolatier, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Green Tree Servicing Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Green Tree Servicing LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Greg Georgas & Mark Grock	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Hale Avenue Borrower LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Harbert			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Harbinger Capital Partners			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Harbinger Capital Partners			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Harbinger Capital Partners Special Situations Fund LP			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Harris County	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Henegan Construction Co., Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Hypo Investment Bank Ag	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	IBM			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	IGI Resources	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Informal Group Of Taiwan Financial Institutions	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	ING bank, FSB			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Institutional Benchmarks	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Interactive Data Corp.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Iron Mountain Information Management			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	J P Morgan Chase Bank, N.A.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	JFK International Air Terminal LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Johnson County Arlington ISD	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Landamerica Financial Group, Inc.			x

Category	PIIL	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Lehman Brothers Private Equity Funds	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Lyon Capital Ventures	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	M. Arthur Gensler Jr and Assoc, Inc.		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Mack-Cali Realty LP		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Mansfield ISD		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Marshall & Isley Trust Company, N.A.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Marshall Funds, Inc.		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	McLennan County	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Microsoft Corporation			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Microsoft Licensing			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Missouri Department Of Revenue, Bankruptcy Unit	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Mizuho Corporate Bank			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Mizuho Corporate Bank LTD			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Monument Realty LLC		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Moody's Investors Service			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Morgan Stanley & Co.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Morgan Stanley & Co. Incorporated			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	MSS Distressed & Opportunities 2	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	National Bank of Canada			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Natl Australia Bank Limited			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Newedge USA, LLC	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Newport Global Advisors LP			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Normandy Hill Capital, LP		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Northgate Minerals Corporation	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Occidental Energy Marketing, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Office Of The United States Attorney	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Office of Thrift Supervision	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Office of Thrift Supervision, Northeast Region	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Open Solutions Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Oracle Credit Corporation	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Oversea-Chinese Banking Corp. Ltd.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Pacific Gas & Electric Company			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Payreel, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Pension Benefit Guaranty Corporation		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	PJM Interconnection, L.L.C.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Providence Equity Partners			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Pursuit Capital Partners Master	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Pursuit Capital Partners Master (Cayman) Ltd.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Pursuit Opportunity Fund I Master LTD	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Pursuit Partners	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Rock-Forty Ninth LLC, Rockefeller Center et al.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Royal Bank of Scotland			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Russell Investment Group, Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Shinsei Bank Limited		x	
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	SMBC Capital Markets			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Societe Generale			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	SP4 190 S. Lasalle, L.P.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Sprint Nextel Corp.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Structure Tone	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Sumitomo Mitsui Banking Corp.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Sumitomo Mitsui Brussels Branch	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Svenska Handelsbanken AB	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Tango, Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Tarrant County	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Tata American International	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Telecom Italia Capital S.A.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	The Bank Of Tokyo-Mitsubishi UFJ, Ltd			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	The Chuo Mitsui Trust And Banking Co., Ltd	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	The Department Of Taxation	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	The Informal Noteholder Group	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	The Juilliard School			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	The TAARP Group, LLP	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	The Vanguard Group, Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Thomson Reuters Plc & Thomson Reuters Corp.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Tiger Asia Fund, L.P.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Tiger Asia Overseas Fund, Ltd	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Tishman Speyer Properties, L.P.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Toronto-Dominion Bank			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Trading Technologies International	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Travelers National Accounts	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Trophy Hunter Investments	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	TW Telecom Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	UBS Financial Services			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	UBS Financial Services of Puerto Rico			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	UBS International Inc.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	United Bank Of California, N.A.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	US Bank Natl Assoc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Union Bank of California, NA	x		

Category	PIIL	No Connection	Prior Connection	Current Connection
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Verizon Communications Inc			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Vollers Excavating & Construction, Inc	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Washington Mutual Bank			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Washington Mutual, Inc.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Wells Fargo & Co.			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Wells Fargo Bank, NA			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Wilmington Trust Company			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Wilmington Trust Company			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Wilmington Trust FSB			x
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	WSG Development Co.	x		
Other Significant Parties-in-Interest (Miscellaneous Entities in Interest)	Yildiz Holdings, Inc.		x	
Other Significant Parties-in-Interest (Strategic Partners)	Barclays Capital, Inc			x
Other Significant Parties-in-Interest (Utilities)	AT&T			x
Other Significant Parties-in-Interest (Utilities)	Cleveland Division of Water	x		
Other Significant Parties-in-Interest (Utilities)	Cleveland Public Power	x		
Other Significant Parties-in-Interest (Utilities)	Con Edison			x
Other Significant Parties-in-Interest (Utilities)	Dominion	x		
Other Significant Parties-in-Interest (Utilities)	Illuminating	x		
Other Significant Parties-in-Interest (Utilities)	Interstate Gas	x		
Other Significant Parties-in-Interest (Utilities)	NEORSD	x		
Other Significant Parties-in-Interest (Utilities)	NSTAR Electric		x	
Other Significant Parties-in-Interest (Utilities)	NYC Water Board	x		
Other Significant Parties-in-Interest (Utilities)	Sempra Energy Solutions	x		
Other Significant Parties-in-Interest (Utilities)	The Hess Corporation			x
Other Significant Parties-in-Interest (Utilities)	Time Warner			x



**Exhibit C**

1. AIG Annuity Insurance Company is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Western District of Pennsylvania (Case No: 2:08cv1414).
2. Bank of America / Banc of America Securities LLC are co-defendants with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 06-CV-5853); are co-defendants with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 1:08cv3086); and are co-defendants with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 07 MDL No. 1902).
3. CIBC World Markets Inc. is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the District of New Jersey (Case No: 08 Civ 920-JAP-JJH).
4. Computer Associates International Inc. is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Eastern District of New York (Case No: 04-2697).
5. Credit Suisse is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 1:08cv3086); is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 07 MDL No. 1902); and is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Western District of Pennsylvania (Case No: 2:08cv1414).
6. Deutsche Bank AG and Deutsche Bank Securities, Inc. are co-defendants with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 07 MDL No. 1902); are co-defendants with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 1:08cv3086); and are co-defendants with, among others, Ernst & Young LLP in an action pending in the District Court of Harris County, Texas, 113th Judicial District (Case No: 2004-14400).
7. Goldman Sachs is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the District of New Jersey (Case No: 08 Civ 920-JAP-JJH); and is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 06-CV-5853).

8. Institutional Benchmarks Series (Master Feeder) Limited in Respect of Alcor Series is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Western District of Pennsylvania (Case No: 2:08cv1414).
9. JP Morgan Chase Securities, Inc. is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the Supreme Court of the State of New York, County of New York (Index No: 04114728); and is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 1:08cv3086).
10. KPMG LLP is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Eastern District of New York (Case No: 04-2697).
11. Lehman Brothers Alpha Fund Plc is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Western District of Pennsylvania (Case No: 2:08cv1414).
12. Lehman Brothers First Trust income Opportunity Fund is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Western District of Pennsylvania (Case No: 2:08cv1414).
13. Lehman Brothers High Income Bond Fund is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Western District of Pennsylvania (Case No: 2:08cv1414).
14. Lehman Brothers Inc. is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 06-CV-5853).
15. Lehman Brothers OTC Derivatives Inc. is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 06-CV-5853).
16. Lehman Brothers Strategic Income Fund is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Western District of Pennsylvania (Case No: 2:08cv1414).
17. Liberty Corner Inc. is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 07 MDL No. 1902); and is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 1:08cv3086).

18. Merrill Lynch Pierce, Fenner & Smith Inc. is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in United States District Court for the Eastern District of Virginia (Case No: 1:06-cv-0007).
19. Morgan Stanley & Co., Morgan Stanley Dean Witter & Co. are co-defendants with, among others, Ernst & Young LLP in a litigation pending in United States District Court for the Eastern District of Virginia (Case No: 1:06-cv-00077); and are co-defendants with, among others, Ernst & Young LLP in a litigation pending in Appellate Court of Illinois, First Judicial District (Case No: 1-06-3100).
20. Neuberger Berman Advisers Management Trust and Neuberger Berman Income Opportunity Fund, Inc. are co-defendants with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Western District of Pennsylvania (Case No: 2:08cv1414).
21. Oppenheimer & Co. is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 06-CV-5853).
22. PricewaterhouseCoopers is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in United States District Court for the Eastern District of Washington (Case No: CV-04-0025-FVS); is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in United States District Court for the Southern District of New York (Case No: 1:08cv3086); and is a co-defendant with, among others, Ernst & Young LLP in a litigation pending in the United States District Court for the Southern District of New York (Case No: 07 MDL No. 1902).
23. Sidley Austin Brown & Wood is a co-defendant with, among others, Ernst & Young LLP in an action pending in the District Court of Harris County, Texas 113th Judicial District (Case No: 2004-14400).
24. 11 Lehman executives are co-defendants with, among others, Ernst & Young LLP in two actions pending in the Northern District of California (Case Nos. 08-cv-5353 SC and 08-cv-5352 SC), and are co-defendants with, among others, Ernst & Young LLP in an action pending in the San Francisco Superior Court (Case No. CGC-08-482067).
25. 12 Lehman executives are co-defendants with, among others, Ernst & Young LLP in an action pending in the Southern District of New York (Case No. 08-cv-9793).